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

CHAMBER RULES

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

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – July 2, 2020 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner May.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamations.

Recommendation: That the Board adopt the following:

A. The Proclamation commending and congratulating Belinda Spann, a Senior Office Support Assistant in the Extension Services Department, on her selection as the "Employee of the Month" for July 2020;

B. The Proclamation commending and congratulating Janice K. Gilly on her retirement, effective June 26, 2020, and expressing the Board's appreciation to Janice for her 14 years of faithful and dedicated service to Escambia County; and

C. The Proclamation recognizing the Center for Independent Living of Northwest Florida (CILNWF) and commending its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act.

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

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

8. 5:33 p.m. Public Hearing for Consideration of the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robin's Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton.

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

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

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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

9. 5:34 p.m. Public Hearing for consideration of adopting an Ordinance creating the Beulah Garden Estates Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit (MSBU) and all related documents, and make the following findings of fact.

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

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

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

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

10. 5:35 p.m. Public Hearing for consideration of adopting the Ordinance creating the Brylington Manor Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Brylington Manor Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact.

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

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

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

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

11. 5:36 p.m. Public Hearing for consideration of adopting the Ordinance creating the Ashland Heights Phase One Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact.

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

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

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

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

12. 5:37 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating Chapter 90, Article 10, Providing for the Creation of a Countywide Independent Special District and a Governing Board to be known as the Escambia Children's Trust.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating a Countywide independent special district and a governing board to be known as the Escambia Children's Trust.

13. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of a Document for Filing with the Board's Minutes

That the Board accept, for filing with the Board's Minutes, the Escambia County Health Facilities Authority Financial Statements, September 30, 2019 and 2018, as provided by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 16, 2020;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held June 18, 2020; and

C. Approve the Minutes of the Regular Board Meeting held June 18, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on June 1, 2020

That the Board take the following action concerning the rezoning cases heard by the Planning Board on June 1, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-03 and Z-2020-04 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	***Z-2020-03***
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Robert Michelson, Clair Sowers, Larry Downs, Jr.
2. Case No.:	***Z-2020-04***
Address:	1303 Gulf Beach Highway
Property Reference:	35-2S-31-1000-050-166
Property Size:	0.32 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	William Stokes, Esq./Clark Partington, Agent for Joe Baudendistel/Home Page Services, LLC

Planning Board Recommendation:	**Applicant requested that the case be continued, PB approved request for continuance**
Speakers:	Meredith Crawford

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

   That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 1, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

3. 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2020-01

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2020-01, changing the FLU category of a parcel within Section 38, Township 2S, Range 30W, Parcel # 3100-000-000, totaling 1.88 (+/-) acres, located on Navy Boulevard, from Commercial (C) to Mixed-Use Suburban (MU-S).

II. Action Item

1. Recommendation Concerning Final Plat Cardinal Cove Permit FP# 20041535PSD-FP

That the Board take the following action concerning recording Cardinal Cove (an 81-lot residential subdivision), located in the Ferry Pass Community, lying south of Interstate 10 and west of Hillburn Lane at Hillburn Grove a subdivision recorded in Plat Book 15, Page 34 and east of Robin's Ridge 1st Addition a subdivision recorded in Plat Book 18 at Pages 58 and 58A of the Public Records of Escambia County, Florida. Cardinal Cove is owned and developed by SNS Iron Rock, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the Public Records;

B. Approve the street names "Cardinal Cove Lane and Cardinal Cove Court";

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

D. Accept public Parcels "I" and "J" located along Carpenter Creek as depicted upon the subdivision plat to support local conservation efforts within the watershed;

E. Authorize the County Administrator to execute an IRS Form 8283, subject to Legal sign-off; and

F. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

2. Recommendation Concerning Final Plat Smith Station Permit FP# 20041629

That the Board take the following action concerning recording of Smith Station (a 46-lot public residential subdivision for townhomes) located in the Cantonment Community, lying south of West Kingsfield Road (County Road 186), west of County Road 297A, and east of County Road 97. Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names “Brambling Court”, “Canary Court”, “Finch Lane”;

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

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

3. Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located at 3040 South Highway 95A of Thomas Homes, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for Thomas Homes, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

III. Consent Agenda

1. Recommendation Concerning the Scheduling of Public Hearings

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

A. July 16, 2020

9:00 a.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

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

B. August 6, 2020

1. 5:45 pm - A Public Hearing to amend the official zoning map to include the following rezoning cases to be heard by the Planning Board on July 6, 2020.

Case No.:	***Z-2020-05***
Address:	8838 Fowler Avenue
Property Reference No.:	10-1S-30-1101-081-001
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3
Requested by:	William Joseph, Agent for Patrick Neville, Owner
Case No.:	***Z-2020-06***
Address:	Halcyon Circle
Property Reference No.:	26-2S-31-1000-004-001
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Anthony Baroco, Owner

2. 5:46 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-02 - Westover St.

Summary: *The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Suburban*

3. 5:47 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-03 - 901 S. Old Corry Field Road

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban

4. 5:48 p.m. - A Public Hearing - Ordinance Changing the Lot of Record Date

Summary: This ordinance will amend the effective date of a "Lot of Record" from February 8, 1996, the date the original LDC became effective, to April 15, 2015, the date of adoption of the current LDC. This will allow verification and analysis of "Lots of Record" to be accomplished using GIS data unlike the current static maps.

5. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-02 - 951 Dog Track Road (first of two public hearings)

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request For Disposition of Property for the Human Resources Department - Jana Still, Human Resources Department Director

   That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County, thus, it is requested that the equipment be disposed of properly.

2. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Jason Rogers, Public Safety Department Director

   That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it is auctioned as surplus or disposed of properly.

3. Recommendation Concerning the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc. - Jason Rogers, Public Safety Department Director

   That the Board take the following action regarding the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc., for the provision of allowing students to participate in health care educational activities utilizing the County's EMS facilities:

   A. Approve the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc., to allow students to receive hands-on clinical experience under the auspices of Escambia County Emergency Medical Services (ECEMS), commencing the effective date of the Agreement and will be automatically renewed for four successive one-year renewal terms; and

   B. Authorize the County Administrator to execute the Agreement.

4. Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Clara Long, Neighborhood & Human Services Director

   That the Board approve the appointment of Carol Archie, Area Supervisor of Vocational Rehabilitation, to replace Tawana Gilbert, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and holds a no expiration term.

5. Recommendation Concerning CareerSource Escarosa (formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding with Florida Department of Education, Division of Vocational Rehabilitation - Clara Long, Neighborhood & Human Services Department Director

   That the Board approve and authorize the Chairman to sign the renewal of CareerSource Escarosa One-Stop Partner Memorandum of Understanding (MOU) between the Florida Department of Education, Division of Vocational Rehabilitation (VR) and CareerSource Escarosa (formerly Workforce Escarosa, Inc.), effective July 1, 2020, through June 30, 2023, and may be renewed for three-year terms upon written concurrence between the parties.

   The One-Stop Partners will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

6. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 4, 2020 - Clara Long, Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the June 4, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

7. Recommendation Concerning the Escambia HOME Consortium Re-Qualification for Federal Fiscal Years 2021-2023 - Clara Long, Neighborhood & Human Services Director

   That the Board acknowledge the continuing participation of the City of Pensacola, Santa Rosa County, and the City of Milton in the Escambia HOME Consortium through the HOME Consortium Re-qualification for Federal Fiscal Years 2021-2023.

8. Recommendation Concerning a Letter of Support for the Emerald Coast Regional Council's Pursuit of a Florida Department of Economic Opportunity Technical Assistance Grant for Developing a US 90 Corridor Master Plan - Joy Jones, P.E, Engineering Department Director

   That the Board approve and authorize the Chairman to sign a Letter of Support for the Emerald Coast Regional Council's (ECRC) Pursuit of a Florida Department of Economic Opportunity Technical Assistance Grant for Developing a US 90 Corridor Master Plan.

   The US 90 Corridor falls within Commission Districts 1, 2, 3, and 4.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 1506 Blossom Trail - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 1506 Blossom Trail:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Dorothy Mae Marshall, Owner; per the terms and conditions of NED C-R-2020-7, NED CDBG Housing Repair for 1506 Blossom Trail, for a bid of $36,750; and

B. Authorize the issuance of a Purchase Order.

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

2. Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 305 Hicks Street - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 305 Hicks Street:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Sally Bonner, Owner; per the terms and conditions of NED C-R-2020-6, NED CDBG Housing Repair for 305 Hicks Street, for the tabulated bid total of $56,050; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Amount	Contract Number
Vendor: McDelt, LLC Fund 129/2017 CDBG Housing Rehab, Cost Center 370230, Object Code 58301	$56,050	NED-C-R-2020-6

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

That the Board ratify the following July 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Felecia D. Kiwak owner of residential property located at 801 Bartow Avenue, Warrington Redevelopment District, each in the amount of $1,875, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Marjory Tandy owner of residential property located at 308 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $2,050, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection;

3. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 105 Marine Drive, Barrancas Redevelopment District, each in the amount of $2,225, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection; and

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

4. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following July 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	**Address**	**Amount**
Noeline M. Emmons	303 Gilliland Road	$5,557
Michael J. Bosso	116 South Second Street	$4,709
Mary M. Dodd	1 Park Drive	$6,000
Sharon Walker Edwards	201 Bryant Road	$5,022
It's A Home, LLC	510 South First Street	$6,000
Ladybug Ventures, LLC	4 Greve Road	$5,705
Lynnmarie Prock, Trust	8 Elegans Avenue	$4,043
Lynnmarie Prock, Trust	9 Rosea Drive	$4,335

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

5. Recommendation Concerning a Change Order on Contract PD 17-18.023 to American Consulting Engineers of Florida, LLC, for Design Services for O.C. Phillips over Brushy Creek Bridge #484029 - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to American Consulting Engineers of Florida, LLC, for Design Services for O.C. Phillips over Brushy Creek Bridge #484029. Upon consultation with FDOT staff, it was determined that a Supplemental Agreement was needed for the additional scope of work which includes delineation of jurisdictional wetlands, additional survey; species surveys; submittal of mitigation strategies, agency verification, etc. The Supplemental Agreement was approved in regular session on May 21, 2020. The amount requested in the Supplemental Agreement, and for this Change Order, totals $79,524. Escambia County is responsible for 25% of the total cost ($19,881) and FDOT will reimburse the remaining 75% ($59,643):

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$79,523.30
Vendor:	American Consulting Engineers of Florida, LLC
Project Name:	O.C. Phillips over Brushy Creek Bridge #484029
Contract:	PD 17-18.023
PO#:	191119
CO#:	2
Change Order 1	Time Only
Change Order 2	$79,523.30
Original Contract Amount:	$634,175.53
Cumulative Amount of Change Orders Through this CO:	$79,523.30
New Contract Amount:	$713,698.83
Funding Source	Amount
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188	$30,618.35
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188	$10,206.12

Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629	$38,698.83

This project is located in Commission District 5.

6. Recommendation Concerning the Issuance of a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for Floridian II Ditch Rehabilitation and Godwin Pit Regional Stormwater Pond Phase II Project, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

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

Vendor/Contractor	Amount	Contract Number
Mott MacDonald Project: Floridian II Ditch Rehabilitation and Godwin Pit Regional Stormwater Pond Phase II Fund: 353 Local Option Sales Tax (LOST) IV Cost Center: 110102 "District 1 Discretionary Funds" Object Code 56301, Project #20EN0951	$48,650	Contract PD 02-03.79 Professional Services

This project is located in Commission District 1.

7. Recommendation Concerning the Fiscal Year 2020-2021 Detailed Work Plan Budget, in the Amount of $34,496, Arthropod Control for the Mosquito Control Division - J. Taylor "Chips" Kirschenfield, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Fiscal Year 2020-2021 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division, in the amount of $34,496, to supplement Mosquito Control's budget to cover expenses such as overtime, training and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

8. Recommendation Concerning the Award of a Purchase Order for Three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks for the Building Services Department - Tim Tolbert, Director, Building Services Department

That the Board take the following action:

A. Authorize the use of the Florida Department of Management Services State Term Contract No. 25100000-19-1 for Motor Vehicles; and

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks (Model X1E) to Asbury Jax Ford, LLC d/b/a Coggin Ford (Vendor #424713) in the amount of $78,948.

Vendor	Funding	Amount	Solicitation Number
Ashbury Jax Ford, LLC d/b/a Coggin Ford	Fund 406, Building Inspection Fund; Cost Center 250111, Administration; Object Code 56401, Machinery & Equipment	$78,948	N/A

9. Recommendation Concerning a Change Order for Medline Industries, Inc. - William R. Powell, Director of Corrections

That the Board approve and authorize the County Administrator or designee to execute Change Order #1 to Purchase Order #201187, to Medline Industries, Inc., for medical supplies for the Escambia County Inmate Medical Division, under the MMCAP Contract # MMS2000161.

Department:	Corrections	Funding Source: 001, General Fund; Cost Center 290402, Object Code 55201
Division:	Jail	
Type:	Addition	
Amount:	$5,250	
Vendor:	Medline Industries, Inc.	
Purchase Order:	201187	
Change Order:	1	
Original Award Amount	$20,000	
Cumulation Amount of Change Orders Through This Change Order:	$5,250	
New Purchase Order Total:	$25,250	

10. Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in Excess of $50,000, for Inmate Uniforms, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of $50,000, under PD 18-19.041, for the Corrections Department:

Vendor/Contractor	**Amount**	**Contract Number**
Bob Barker Company, Inc. Project: Inmate Uniforms Fund: 111 Inmate Welfare Cost Center: 290406, Object Code 55201	$52,500	Contract PD18-19.041

11. Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in excess of $25,000, for Tuition and Enrollment Fees for George Stone Technical School, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket purchase order, in excess of $25,000, for George Stone Technical School for tuition and the enrollment of approximately 25 students for the Corrections Department.

Vendor/Contractor	Amount	Contract Number
George Stone Vo-Tech Center Project: 20 to 25 Students for the Academy Fund: 115 Article V Cost Center: 290206, Object Code 55501	$47,000	Blanket Purchase Order

12. Recommendation Concerning the Acceptance of the Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program Fiscal Year 2020 Formula Grant - William R. Powell, Director of Corrections

That the Board take the following action regarding the Bureau of Justice Assistance Grant Award to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs:

A. Approve the Acceptance of the Bureau of Justice Assistance Grant, Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant, in the amount of $370,107;

B. Authorize the Chairman to sign OJP Form 4000/2 for Grant Acceptance as the Authorized Grantee Official; and

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

[Funding: This Grant does not require matching funds. Fund 001, Cost Center 290411]

13. Recommendation Concerning the Purchase of a New Agenda Software Program - Janice P. Gilley, County Administrator

That the Board take the following action:

A. Approve the selection of CivicClerk to replace the AgendaQuick agenda Software Program at a savings of approximately $3,000 in year one and $16,000 annually in subsequent years. To facilitate more flexibility and accessibility, a virtual option for board members allows attendance and voting remotely in keeping with COVID-19 guidelines for social distancing. The CivicClerk platform will enhance the ability for staff and the public to also attend virtually; and

B. Approve the issuance of a Purchase Order and signature by the County Administrator to begin implementation.

14. Recommendation Concerning Supplemental Budget Amendment #149 - Sheriff's Department. Henrique Dias, Chief Financial Officer - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #149, General Fund (001), in the amount of $19,062, to recognize the Sheriff's off-duty officer, miscellaneous reimbursements/fees, auto repairs, auto insurance, public records and investigative costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

15. Recommendation Concerning Supplemental Budget Amendment #150, Corrections Department, William R. Powell, Director of Corrections - Sharon Harrell Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #150, General Fund (001), in the amount of $370,107, to recognize and appropriate funds from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for the BJA Fiscal Year 2020 Coronavirus Emergency Supplemental Funding (CESF) Program.

16. Recommendation Concerning a Change Order to American Facility Services, Inc., for the Public Works Department, Pensacola Beach Division - Wes Moreno, Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to American Facility Services, Inc., for the Public Works Department, Pensacola Beach Division:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$12,000
Vendor:	American Facility Services, Inc.
PO#	200409
CO#	1
Original Purchase Order Amount:	$24,000
Amount of Change Order	$12,000
New Purchase Order Total:	$36,000

[Funding Source: Fund 001, General Fund, Cost Center 260107, Object Code 53401]

17. Recommendation Concerning a Change Order to Container's, Inc., for the Public Works Department, Pensacola Beach Division - Wes Moreno, Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Container's, Inc., for the Public Works Department, Pensacola Beach Division.

This recommended Change Order for $40,000 is estimated to be needed for the remainder of this fiscal year. These additional funds are to cover rental fees for additional portable toilets and extra cleanings - The additional portable toilets were placed in conjunction with the re-opening of Pensacola Beach following the beach closure at the onset of the COVID-19 Pandemic.

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$40,000
Vendor:	Container's, Inc.
PO#	200294
CO#	1
Original Purchase Order Amount:	$30,000
Amount of Change Order	$40,000
New Purchase Order Total	$70,000

[Funding Source: Fund 001, General Fund, Cost Center 260107, Object Code 55201]

18. Recommendation Concerning a Purchase Order for Laboratory Services to Support NCCA Sampling in the Pensacola and Perdido Bay Systems - Matt J. Posner, Interim Director, Pensacola & Perdido Bays Estuary Program through J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for laboratory services to support the Pensacola and Perdido Bays Estuary Program (PPBEP) National Coastal Conditions Assessment (NCCA) intensification sampling in the Pensacola and Perdido Bay System to Great Lakes Environmental Center, Inc., in the amount of $49,726, per the terms and conditions of the Laboratory Services Request for Quotations. Testing will include sediment quality ($13,708), fish quality ($10,718), and benthic quality ($25,300).

The Request for Quotations was advertised through Vendor Registry to 45 firms representing 86 registrants on June 1, 2020. 59 registrants opened and viewed the Request for Quotations. At closing on June 12, 2020, four quotations had been received.

Vendor/Contractor	**Amount**	**Contract Number**
Great Lakes Environmental Center, Inc. Fund 118, Gulf Coast Restoration Fund Cost Center 222008, EPA Bays Estuary Program Object Code 53401, Other Contractual Services	$49,726	N/A Request for Quotations via Vendor Registry

19. Recommendation Concerning Acceptance of the U.S. Environmental Protection Agency Grant Agreement in the Amount of $297,220 - Matt J. Posner, Interim Director, Pensacola & Perdido Bays Estuary Program through J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the U.S. Environmental Protection Agency Grant Agreement No. 01D08220 for the Pensacola & Perdido Bays Estuary Program:

A. Accept the U.S. Environmental Protection Agency Grant Agreement No. 01D08220, for the Pensacola & Perdido Bays Estuary Program, in the amount of $297,220; and

B. Authorize the Chairman of the Pensacola & Perdido Bays Estuary Program Policy Board to execute all future Grant Agreement related documents, subject to Legal review and sign-off, such as no cost time extensions and no cost amendments.

[USEPA Grant Agreement No. 01D08220 includes $297,220 for project expenses. The budget will be established through approval of a Supplemental Budget Amendment]

20. Recommendation Concerning the Issuance of a Blanket Purchase Order to Sunbelt Concrete Crushing, LLC, in the amount of $48,000 - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action:

A. Approve the issuance of a Blanket Purchase Order, to Sunbelt Concrete Crushing, LLC, in the amount of $48,000, for crushed concrete to be used for construction and maintenance of all-weather access road for Landfill Operations; and

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

Vendor/Contractor	Amount	Contract Number
Sunbelt Concrete Crushing, LLC Vendor #: 195851 Fund: 401 Solid Waste Fund Cost Center: 230314, Solid Waste Operations Object Code: 53401, Other Contractual Services	$48,000	Blanket Purchase

21. Recommendation Concerning the Contract Award for the East Johnson Avenue and Cody Lane Signalization Project - Joy Jones, P.E., Engineering Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Panhandle Grading and Paving, Inc., per the terms and conditions of PD 19-20.054, East Johnson Avenue and Cody Lane Signalization, in the amount of $ 507,638.70.

Vendor/Contractor	Funding	Amount	Contract Number
Panhandle Grading and Paving, Inc.	Fund 352, Cost Center 210107; Object Code 56301, Project Number 13EN2523	$507,638.70	PD 19-20.054

Non-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:
Panhandle Grading and Paving, Inc., Bid

This project is located in Commission District 3 and 4.

22. Recommendation Concerning Contract Award for Title V Compliance Reporting and GCCS Design, Construction, and Maintenance for the Perdido Landfill - Patrick Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 19-20.045, Title V Compliance Reporting and GCCS Design, Construction, and Maintenance for the Perdido Landfill, for a lump sum of $256,428, for a two-year term of professional services.

Vendor Contractor	Funding	Amount	Contract Number
Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers	Fund: 401 Solid Waste Fund Cost Center: 230304 SW Environmental Quality Object Code: 53101 Professional Services	$256,428	PD 19-20.045

23. Recommendation Concerning the First of Two Possible Renewals for Lubrication Products - James Higdon, Division Manager, Fleet Maintenance and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewals, to be effective July 16, 2020, per the Agreement between Escambia County, Florida, and Auto, Truck, and Industrial Parts and Supply, Inc., per the terms and conditions of PD 18-19.038, Lubrication Products, authorizing an annual amount of $75,000.

Vendor	Funding	Contract #	Amount
Auto, Truck, and Industrial Parts and Supply, Inc.	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Cost Center 55201, Operating Supplies	PD 18-19.038	$75,000

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

- Original Agreement Fully Executed

24. Recommendation Concerning the Contract Award for PD 19-20.063 Design Services for Fire Station Design for Beulah and Pleasant Grove - Cassie Boatwright, Director, Facilities Department and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and Townes + Architects, P.A., per the terms and conditions of PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, for Basic Services, a lump sum amount of $427,220, with Additional Services at an amount not to exceed $227,042, and Allowances for an amount not to exceed $131,991, for a total amount of $786,253.

Vendor	Funding	PD Number	Amount
Townes + Architects, P.A.	Fund 353, LOST IV; Cost Center 330228, Fire Services Cap Project; Object Code 56201, Buildings Project Number 09FS0021	PD 19-20.063	Basic Services - $427,220 Additional Services - $227,042 Allowances - $131,991 **Total - $786,253**

A Request for Letters of Interest PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, was distributed via Government Forms Software to 199 registrants representing 86 firms.

25. Recommendation Concerning Contract Award for Onsite Employee Health Clinic Administration - Jana Still, Director, Human Resources through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and Marathon Health, LLC (Marathon), per the terms and conditions of PD 19-20.035, Onsite Employee Health Clinic Administration for an annual fee of $1,026,676.95.

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

B. Approve an extension with the current Escambia County employee health clinic (Clinic) vendor, Concentra until September 30, 2020 in order to provide adequate time for the transition from Concentra to Marathon.

26. Recommendation Concerning Service Level Agreement and Terms of Service Agreement with ROK Technologies, LLC, for Map Services Hosting - Horace Jones, Director, Development Services through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the Service Level Agreement and Terms of Service Agreement with ROK Technologies, LLC, for Map Services Hosting, in the amount of $12,600 annually, for a 24 month term commencing retroactively on October 1, 2019, and expiring on September 30, 2021; and

B. Authorize the County Administrator to execute the Agreements.

Vendor/Contractor	Funding	Amount
ROK Technologies, LLC	Fund 001, General Fund, Cost Center 240401, Object Code 53401	$12,600

27. Recommendation Concerning Reallocation of Reserve Funds to ITL Solutions Inc., Mass Transit Fund 104 - Tonya Ellis, Mass Transit Director

That the Board approve the reallocation of reserve funds from Fund 104, in the amount of $300,000 for ITL Solutions Inc. This action will recognize the Board approved $200,000 for supplemental insurance payments and an additional $100,000 to cover Non-ADA trips that have exceeded the budget in the current contract through the end of the current fiscal year, for a total of $300,000:

Account Title	Cost Center	Account Code	Amount
Reserves	320401	59801	-$300,000
Non-ADA Paratransit	320406	53416	$300,000

[Funding Source: Fund 104, Mass Transit, Cost Center 320401, Account 59801, Reserves]

III. For Discussion

1. Recommendation Concerning the Acquisition of Real Property for the Kingsfield Road Extension Project - Joy Jones, P.E., Engineering Department Director

That the Board approve by super-majority the following action regarding the acquisition of real property and associated ancillary costs for the Kingsfield Road Extension Project:

A. Authorize the purchase of the following parcels; and

Property Owner	Property Address	Parcel Size Needed in Sq. Ft.	Acquisition Cost
Brown, Dyllan	1561 W Kingsfield Rd	1,501	$11,007
Faircloth, Anthony & Gail	1805 W Kingsfield Rd	102	$1,214
Johnson, Michael & Amber	1866 W Kingsfield Rd	5,588	$42,166
Iannone, Kathi	1850 W Kingsfield Rd	1,761	$12,327
JLNLJ Kingsfield, LLC	1650 W Kingsfield Rd	3,744	$30,708
Toole, Kenneth & Kathleen	820 Westmoreland Ln	2,576	$20,000
York, Catherine (trust)	1865 W Kingsfield Rd	1,434	$12,538

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

Beulah Sector Plan Road Extension	Fund 352, LOST III	Cost Center 210107	Object Code 56101/56301	Project Number 11EN1405	Total $129,960

These properties are located in Commission District 5.

2. Recommendation Concerning an Appointment to the Escambia Pensacola Affordable Housing Advisory Committee - Clara Long, Neighborhood & Human Services Department Director

That the Board appoint one of the following individuals to serve the remaining three year term on the Escambia Pensacola Affordable Housing Advisory Committee (AHAC) as a member who represents advocacy for low income persons in connection with affordable housing, to replace Frances Cutshaw who resigned from the position, and to serve the remainder of the term through September 30, 2021:

A. Adrienne Hatzenbeler; OR
B. Justin Williams.

Ms. Hatzenbeler and Mr. Williams responded to the General Alerts posted on the County's website on January 31, 2020; February 20, 2020; and May 18, 2020, seeking residents interested in volunteering to be considered for an appointment on the AHAC.

3. Recommendation Concerning Local Government Area of Opportunity Funding for Housing Tax Credit Applications - Clara Long, Neighborhood & Human Services Director

That the Board take the following action concerning Local Government Area of Opportunity funding for Housing Tax Credit Applications through the Florida Housing Finance Corporation (FHFC):

A. Support the provision of funds for a Local Government Area of Opportunity, in the amount of $460,000, as required by RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties, to support one multi-family development application; and

B. Approve the local Application form and timelines; and

C. Support the provision of an additional $50,000 for developments providing homeless or special needs set aside units.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

4. Discussion Concerning a Searchable Database of County Employee Salaries - Janice P. Gilley, County Administrator

   That the Board discuss a searchable database of Escambia County employees to include wages paid with public dollars.

   Similar to the State of Florida https://salaries.myflorida.com/, the total wages for employees will be posted on the MyEscambia.com website and updated annually.

5. Recommendation Concerning the Chief Budget Officer - Janice P. Gilley, County Administrator

   That the Board confirm the hiring of a Chief Budget Officer pending successful interviews and negotiations prior to the July 2 meeting. Due to COVID-19, this position has been difficult to fill. This position is currently budgeted in the Fiscal Year 2019-2020.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of the Escambia County State of Local Emergency Resolution R2020-76; and

B. Extension of Escambia County State of Local Emergency.

14. Items added to the agenda.

15. Announcements.

16. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18043 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 07/02/2020
Issue: Adoption of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board adopt the following:

A. The Proclamation commending and congratulating Belinda Spann, a Senior Office Support Assistant in the Extension Services Department, on her selection as the "Employee of the Month" for July 2020;

B. The Proclamation commending and congratulating Janice K. Gilly on her retirement, effective June 26, 2020, and expressing the Board's appreciation to Janice for her 14 years of faithful and dedicated service to Escambia County; and

C. The Proclamation recognizing the Center for Independent Living of Northwest Florida (CILNWF) and commending its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act.

BACKGROUND:

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

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

Proclamations.

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Belinda Spann, July 2020 Employee of the Month
Janice K. Gilly Retirement Proclamation
Center for Independent Living 40th Anniversary

PROCLAMATION

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

WHEREAS, *Belinda Spann, a Senior Office Support Assistant, in the Extension Services Department, is selected as "Employee of the Month" for July 2020, for the standards of excellence that she has displayed in the performance of her duties; and*

WHEREAS, *Ms. Spann began her employment with the County in November 1993, and provides excellent service to the citizens of Escambia County through all assigned duties; and*

WHEREAS, *as the Senior Office Support Assistant, Ms. Spann's main duty and responsibility is to support the Escambia County 4-H program. She interacts with the public over the phone and with walk-in clientele, maintains the 4-H calendar, schedules 4-H club meetings, develops promotional materials, and coordinates summer 4-H residential and day camps. Belinda has worked with 4-H agents and program assistants from other NW Florida counties to provide them with positive youth development materials and information; and*

WHEREAS, *Belinda is in charge of the 4-H/Tropicana Public Speaking contest for 4th, 5th, and 6th grade students throughout Escambia County. She coordinates with public and private schools to ensure that students can participate in this worthy program. Belinda interacts with teachers and school officials to provide all paperwork, documentation, awards, and logistics of the contest that impacts over 1500 youth each year. Belinda has worked with several departments in Escambia County since she was hired in 1993 including; Community Service, County Attorney, County Administrator, Animal Shelter, Fire and Rescue, and the UF/IFAS Extension Office; and*

WHEREAS, *Belinda is a Notary, an ordained minister, and currently coordinates the Loving Hands of God Home Ministry in Pace, Florida. Belinda is a true pleasure to have as a member of the Escambia County Extension team. She goes above and beyond the call of duty to assist Escambia County 4-H leaders, volunteers, and youth. Her infectious attitude, funny demeanor, and sincere professionalism keep the office laughing and 4-H program relevant to today's youth. Ms. Spann is an invaluable asset to the department and the citizens of Escambia County.*

NOW, THEREFORE, BE IT PROCLAIMED, *that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Ms. Belinda Spann on her selection as the "Employee of the Month" for July 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 2, 2020

PROCLAMATION

***WHEREAS**, Janice K. Gilly started working with the County in July 2006, as a Senior Office Support Assistant. While working as a Senior Office Support Assistant, Janice conducted research, compiled data, and prepared papers for consideration and presentation by the Department Director. During these years, she worked hard to be promoted to an Administrative Supervisor for Environmental Enforcement; and*

***WHEREAS**, Janice performed other office duties, such as ordering supplies, maintaining records management database systems, and performed basic bookkeeping work. She was instrumental in getting the case files in order and developed a process to keep track of liens; and*

***WHEREAS**, Janice also served as the clerk to the special magistrate and was responsible for mailing notices to appear and filing special magistrate orders and liens; and*

***WHEREAS**, Janice worked diligently with Commissioner Aides, County Administration, the County Attorney's Office, as well as other County and outside agencies, to get the job done; and*

***WHEREAS**, Janice is a task master and is extremely organized, which the department and Escambia County, Florida, benefited from greatly. From day one, she displayed a "Can Do" attitude and a work ethic that was beyond reproach.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners, on behalf of the citizens of Escambia County and her fellow co-workers, commends and congratulates Janice K. Gilly on her retirement, effective June 26, 2020.*

***BE IT FURTHER PROCLAIMED**, that the Board of County Commissioners expresses its appreciation to Janice for her 14 years of faithful and dedicated service to Escambia County.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

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

_____
Deputy Clerk

Adopted: July 2, 2020

PROCLAMATION

WHEREAS, the Center for Independent Living of Northwest Florida (CILNWF) was established 40 years ago on July 1, 1980, to ensure access to service choices in the community were available to people with disabilities; and

WHEREAS, the Americans with disabilities act (ADA) was passed 30 years ago on July 26, 1990, to ensure the civil rights of citizens with disabilities; and

WHEREAS, Escambia County affirms the principles of equality and inclusion for persons with disabilities as set forth in the State of Florida's Constitution, Article I, Section II and is embodied in the ADA, the laws of the State of Florida and ordinances of Escambia County; and

WHEREAS, in keeping with the purpose of the ADA, Escambia County, is committed to the principles of universal design of the build environment and the inclusion of persons with disabilities in all aspects of public life; and

WHEREAS, the Center of Independent Living of Northwest Florida (CILNWF) works with Constituents and communities in Escambia, Santa Rosa, Okaloosa, and Walton Counties to bring forth the promise of hope, equality, inclusion, self-determination, and freedom that was envisioned by the passage of the Americans with Disabilities Act.

WHEREAS, both the 40th Anniversary of the Center for Independent Living and the 30th Anniversary of the Americans with Disabilities Act will be celebrated by the CILNWF and people with disabilities, their families and friends throughout the month of July 2020.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County hereby recognizes the Center for Independent *Living* of Northwest Florida (CILNWF) and commend its efforts to raise awareness of the rights of persons with disabilities and those who support the goal and mission of the Americans with Disabilities Act.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: July 2, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17637 **Public Hearings 8.**
BCC Regular Meeting
Meeting Date: 07/02/2020
Issue: 5:33 p.m. Public Hearing - Vacation of Two Drainage Easements Located at the 7200 Block of Hilburn Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

5:33 p.m. Public Hearing for Consideration of the Petition to Vacate Two Drainage Easements located at the 7200 Block of Hilburn Road (1.55 acres, more or less) from Robin's Ridge Development, LLC, to Escambia County, Florida, as petitioned by SNS Iron Rock, LLC, represented by its Agent, Rodney Sutton.

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

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

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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

BACKGROUND:

On October 13, 2014, a Drainage Easement was executed by Robin's Ridge Development, LLC, (Grantor) in favor of Escambia County (Grantee). The Drainage Easement was recorded on November 25, 2015, in OR Book 7441 at Page 82 in the Official Records of Escambia County by the Grantor. This Drainage Easement was not brought before the Board of County Commissioners of Escambia County nor was the Drainage Easement accepted by the Board. Escambia County is not confirming that it ever had any interest in the Drainage Easement dated October 13, 2014.

To correct the previous Easement that was not Board approved, on August 9, 2017, an overlapping Drainage Easement over the previous Easement was executed by Robin's Ridge Development, LLC, (Grantor) in favor of Escambia County (Grantee). This Drainage Easement was accepted by the Board of County Commissioners of Escambia County on September 7, 2017, and was recorded on September 14, 2017, in OR Book 7777 at Page 476 in the Official Records of Escambia County.

In September 2019, the Petitioner purchased the property located at the 7200 Block of Hilburn Road. The Petitioner has met with the Development Review Committee and has submitted plans for a residential development of 81 lots (Cardinal Cove) with access from Hilburn Road to Burgess Road. The vacation of these two Drainage Easements will allow the Petitioner to develop the petition area.

Staff from the Engineering Department's Stormwater Management Section and from the Public Works Department commented on the Hilburn pond outfall. Cardinal Cove construction is complete and the new subsurface outfall system from Hilburn Grove has been installed.

Neither Public Safety nor Environmental Department staff had any concerns with vacating this existing Easement.

There are no utility company concerns with this Petition to Vacate.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Petition_Cardinal Cove
Hold Harmless_Cardinal Cove
Resolution_Cardinal Cove
Notice of Adoption_Cardinal Cove
Certification_Cardinal Cove
Mailing List_Cardinal Cove
Aerial Map_Cardinal Cove
Drainage Easement 10-13-14_Cardinal Cove
Drainage Easement 8-9-17_Cardinal Cove
Construction Plan_Cardinal Cove
BCC Minutes from 3-5-2020
BCC Minutes from 4-2-20

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

A Drainage Easement from Robin's Ridge Development, LLC to Escambia County, recorded on 11-25-15 in OR Book 7441, Page 82 located in the 7200 Block of Hilburn Road, and a Drainage Easement from Robin's Ridge Development, LLC to Escambia County, recorded on 9-14-17 in OR Book 7777, Page 476 located in the 7200 Block of Hilburn Road.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

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

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

2. That the Petitioner(s), SNS Iron Rock, LLC desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-

way, alleyway, or other land described above and lying and being in Section(s) 29 Township 1S Range 30 West and recorded in OR 7441 Pg 82 & OR 7777 Pg 476 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

SNS Iron Rock, LLC
Petitioner(s) Name

120 E. Main Street, Suite 'A'
Street Address

Pensacola FL
City State

850-429-8640
Phone Number

Rodney Sutton
Agent's Name

850-429-8640
Agent's Phone Number

1/14/2020
Date:

HOLD/HARMLESS AGREEMENT

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

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

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

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

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 809.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.16 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.45 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 84 DEGREES 30 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 307.24 FEET; THENCE GO SOUTH 86 DEGREES 04 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.19 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 421.26 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.46 ACRES MORE OR LESS.

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

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

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

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

Executed in the presence of:

Witness

Blake McKinney
Print or type name

Witness

Sandra Marsh
Print or type name

SNS Iron Rock, LLC
Corporation or Company Name

Petitioner(s)

Rodney Sutton
Print or type name(s)

Title: Manager

Date: 2-13-2020

STATE OF FL

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 13th day of Feb, 20 20 by Rodney Sutton, as Manager of SNS Iron Rock, LLC, a Florida (__) corporation or (X) limited liability company, on behalf of the corporation/limited liability company. He/She is personally known to me or has produced _____ as identification.

Marie Price
Notary Public

MARIE PRICE
Print or type name

Commission Expires: 3-14-22

Commission Number: GG 170451

MARIE PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. GG 170451
MY COMMISSION EXPIRES MARCH 14, 2022

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

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

RESOLUTION NUMBER R 2020-_____

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

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

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

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.10 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.88 FEET; THENCE GO SOUTH 84 DEGREES 30 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 307.24 FEET; THENCE GO SOUTH 86 DEGREES 04 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.46 ACRES MORE OR LESS.

and any right of the County and the public in and to the above described road rights-of-

way, alleyway or other land dedicated for public use is hereby surrendered, renounced and disclaimed; and

WHEREAS, Petitioner(s), SNS Iron Rock, LLC has caused to be published on June 18, A.D., 2020, notice in a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:33 p.m. on July 2, 2020 in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

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

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

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and any rights of the County and the public in and to the above described land is hereby

surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the described vacated area remaining subject to an easement in favor of: N/A

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on July 2, 2020, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III (A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

DESCRIPTION (OR 7441, Pg 82)

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degree 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC. (OR 7777, Pg 476)

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.89 FEET; THENCE GO SOUTH 84 DEGREES 30 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 421.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

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

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

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 1,500 FEET

The undersigned petitioner(s), do es hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 1,500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated January 14, 2020.

Marcia Wieborg - Escambia County
Petitioner(s) Engineering Dept.

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (___) online notarization, this 4 day of June 2020, by Marcia Wieborg, who is personally known to me or has produced _____ as identification.

Notary Public

Kara Johnson
Print or type name

(Notary Seal must be affixed)

Commission Expires: 07/24/2021
Commission Number: _____

KARA JOHNSON
Notary Public - State of Florida
Commission #GG127515
My Commission Expires
July 24, 2021

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JENNINGS EUGENE R LIFE EST &
1505 ATWOOD DR
PENSACOLA, FL 32514

JOHNSTON AARON A
8081 NALO CREEK LOOP
PENSACOLA, FL 32514

VILLAGE CAPITAL & INVESTMENT LLC
1 CORPORATE DRIVE SUITE 360 LAKE ZURICH, IL 60047

ULLAH VALENCIA
8073 NALO CREEK LOOP
PENSACOLA, FL 32514

PALERMO OLIVIA N
1132 B GILMORE DR
KEY WEST, FL 33040

YOUNG EMILY
8065 NALO CREEK LOOP
PENSACOLA, FL 32514

BONNER LARRY T
8061 NALO CREEK LOOP
PENSACOLA, FL 32514

GONZALEZ ROGER J &
8057 NALO CREEK LOOP
PENSACOLA, FL 32514

DAVIS CARTER L &
8053 NALO CREEK LOOP
PENSACOLA, FL 32514

POST ASHLEY M
8049 NALO CREEK LOOP
PENSACOLA, FL 32514

POORMAN CHAD W
8045 NALO CREEK LOOP
PENSACOLA, FL 32514-4327

JONES RONNIE E TRUSTEE FOR
JONES RON LIVING TRUST
2618 TINOSA CIR
PENSACOLA, FL 32526

MOORER KIM M
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7205 TWIN LAKES LN
PENSACOLA, FL 32504

SCHAILL ANDREA M
7209 TWIN LAKES LN
PENSACOLA, FL 32504

ROBISON MARK
117 MONARCH LN
PENSACOLA, FL 32503

KEIEK PETER B LIFE EST &
7217 TWIN LAKES LN
PENSACOLA, FL 32534

SHADLE THOMAS A
7229 TWIN LAKES LN
PENSACOLA, FL 32504-6344

TWIN LAKES ESTATES
C/O ICIE SCHWARTZ
3028 HWY 297A
CANTONMENT, FL 32533

KAESTLE DANIEL W III
7200 TWIN LAKES LN
PENSACOLA, FL 32504

AUDLEMAN WILDA S
7204 TWIN LAKES LN
PENSACOLA, FL 32504

METIVIER BARBARA E
2071 N AMELIA CT
TAHLEQUAH, OK 74464

PENNEBAKER DAVID K
7212 TWIN LAKES LN
PENSACOLA, FL 32504

ROBINSON JOHN ADAMS &
7216 TWIN LAKES LN
PENSACOLA, FL 32504

LISS KENNETH R &
7220 TWIN LAKES LN
PENSACOLA, FL 32504

GARCIA ROBERT
7224 TWIN LAKES LN
PENSACOLA, FL 32504

BAISDEN RICHARD L
7228 TWIN LAKES LN
PENSACOLA, FL 32504

HICKS FRANK J
7232 TWIN LAKES LN
PENSACOLA, FL 32504

SCHWARTZ HARRY H 1/4 INT &
1125 N SPRING ST
PENSACOLA, FL 32501

CARTER BRADFORD J &
3006 HARLINGTON PL
CANTONMENT, FL 32533

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BOYER CHARLES L
6077 HILBURN RD
PENSACOLA, FL 32504

CARLISLE ROBERT J &
6079 HILBURN RD
PENSACOLA, FL 32504

WELLS JUSTIN ALLEN
6085 HILLBURN RD
PENSACOLA, FL 32504

ARMSTEAD FRANK L TRUSTEE FOR
6 JAZZ PL
PENSACOLA, FL 32505

JOLLY IRA JR
6091 HILBURN RD
PENSACOLA, FL 32504

PHILLIPPE BUSINESS ENTERPRISES LLC
2874 GREYSTONE DRIVE
PACE, FL 32571

ROBBINS ALEXA N &
6097 HILBURN RD
PENSACOLA, FL 32504

KONRAD KERRY IRENE BAKER
111 SARATOGA BLVD
HENDERSONVILLE, TN 37075-4588

MORROW PATRICIA D
6073 HILBURN RD
PENSACOLA, FL 32504

CURRY KEVIN S
6071 HILBURN RD
PENSACOLA, FL 32504

CASSIDY JOHN T LIFE EST
6069 HILBURN RD
PENSACOLA, FL 32504

PENNINGTON CYNTHIA A
5935 KEYSTONE RD
PENSACOLA, FL 32504

SOLIS CRISTILYN
4697 HILARITA CR
PACE, FL 32571

JEFCOAT DEBBE K
6081 HILBURN RD
PENSACOLA, FL 32504

WHITE PAMELA
6095 HILBURN RD
PENSACOLA, FL 32504

PANETTI AMBER
6063 HILBURN RD
PENSACOLA, FL 32504

MJE PROPERTY LLC
6847 N 9TH AVE STE AA364
PENSACOLA, FL 32504

SAMUEL WONDWOSSEN
6059 HILBURN RD
PENSACOLA, FL 32504

JAMES MICKEY R
6057 HILBURN RD
PENSACOLA, FL 32504

TEMPLIN SCOTT BRADLEY
6053 HILLBORO RD
PENSACOLA, FL 32504

TAN ANGKIM L
765 S ORLANDO AVE
COCOA BEACH, FL 32931

ALLEN BERRY R LIFE EST
24235 COUNTY ROAD
87ROBERTSDALE, AL 36567

WHITTY KATELYN MAURA
6047 HILBURN RD
PENSACOLA, FL 32504

CARPENTIER SHAUN C &
6045 HILBURN RD
PENSACOLA, FL 32504

MCKNIGHT REBECCA DAWN
6043 HILBURN RD
PENSACOLA, FL 32504

LEE ALICIA A
6041 HILBURN RD
PENSACOLA, FL 32514

OWENS GARY M
501 E BURGESS RD #G4
PENSACOLA, FL 32504

GOEHRING MICHAEL A &
7235 TWIN LAKES LN
PENSACOLA, FL 32504

BRANTLEY DONALD S 23.38% INT
305 GREEN OAK RIDGE
MARIETTA, GA 30068

OAK KNOLLS ESTATES HOMEOWNERS ASSN INC
C/O ROGER EAGERTON
7788 LAWTON ST
PENSACOLA, FL 32514-6188

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HILBURN INVESTMENT
COMPANY LLC
2821 LEBANON PIKE STE 204
NASHVILLE, TN 37214

TUGWELL WILTON E 33 1/3 INT
C/O WILTON E TUGWELL
305 GREEN OAK RIDGE
MARIETTA, GA 30068

BERRIOS LUIS M
6123 HILBURN RD
PENSACOLA, FL 32504

PHAM THANH VAN &
6121 HILBURN RD
PENSACOLA, FL 32504

TAVARES MICHAEL C &
6119 HILBURN RD
PENSACOLA, FL 32504

WORLOW WESLEY W
6637 AEGEAN DR
MILTON, FL 32583

LEE ANNE MARIE
6115 HILBURN RD
PENSACOLA, FL 32504-6218

BRISTER BRANDON D
6113 HILBURN RD
PENSACOLA, FL 32504

HARDY TEDENE C
6111 HILBURN RD
PENSACOLA, FL 32504

WIGGINS MORGAN W
6109 HILBURN RD
PENSACOLA, FL 32504

DUERKSEN JAMES F
6107 HILBURN RD
PENSACOLA, FL 32504

JERRALDS JEROME N &
PO BOX 10694
PENSACOLA, FL 32524

RHODES DANIEL R
6103 HILBURN RD
PENSACOLA, FL 32504

COWAN GABRIELA A
15651 LIMESTONE BRANCH PL
LEESBURG, VA 20176

FERGUSON BURR JR &
1276 BELLINGHAM DR
OCEANSIDE, CA 92057

MILLER ANTHONY C
1400 AGGIE WAY
PENSACOLA, FL 32504

DUNN SHEKINA CHARLEY 1/2
INT
1412 AGGIE WAY
PENSACOLA, FL 32504

GIPSON FRAZER J
1416 AGGIE WAY
PENSACOLA, FL 32504

IVES KC G
1420 AGGIE WAY
PENSACOLA, FL 32504

STRAIN GORDON G EST OF
C/O JOHN M STRAIN487 15TH
AVE
SAN FRANCISCO, CA 94118

GREENE PAULA S
1428 AGGIE WAY
PENSACOLA, FL 32504

ROBBELOTH CHRISTOPHER M
1429 AGGIE WAY
PENSACOLA, FL 32504

ANDERSON CHARLES A
1425 AGGIE WAY
PENSACOLA, FL 32504

KENNEY CHRISTOPHER D
1421 AGGIE WAY
PENSACOLA, FL 32504

YOST GEORGE H II
1417 AGGIE WAY
PENSACOLA, FL 32504

ROY VIRGINIA L
1411 AGGIE WAY
PENSACOLA, FL 32504

PATTERSON ASHLEY L
1409 AGGIE WAY
PENSACOLA, FL 32514

HUNT TOD
1405 AGGIE WAY
PENSACOLA, FL 32504

DUTREMBLE KATHRYN
1401 AGGIE WAY
PENSACOLA, FL 32504

L D C INC
PO BOX 12204
PENSACOLA, FL 32591

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AUTHEMENT JOHN KEVIN
341 HILBURN PL
PENSACOLA, FL 32504

WEYELS MARTHA E
472 ALLEN CT
PENSACOLA, FL 32504

CRANE CLEO D &
468 ALLEN CT
PENSACOLA, FL 32504

ALLEN BERRY R
C/O ELEANOR JANE KEIGLEY
24235 COUNTY ROAD 87
ROBERTSDALE, AL 36567

FRANKLIN FRED D
430 ALLEN CT
PENSACOLA, FL 32514

THORSEN CLARA E
1801 FOULIS DR
PENSACOLA, FL 32503

ALFORD STEPHANIE LYNN 50% INT
5617 JONES ST
MILTON, FL 32570

SHARE JOHN M
140 SISKIN LN
PENSACOLA, FL 32503

PRICE CAROL ANN &
144 SISKIN LN
PENSACOLA, FL 32503

WILLIAMS ALFRED JR
148 SISKIN LN
PENSACOLA, FL 32503

GRAWI CAROLYN L
152 SISKIN LN
PENSACOLA, FL 32503

MCCORMICK DORIS R
201 TREE SWALLOW DR
PENSACOLA, FL 32503

NGUYEN HAI DUY &
207 TREE SWALLOW DR
PENSACOLA, FL 32503

LIKELY ROBERT &
211 TREE SWALLOW DR
PENSACOLA, FL 32503

BOYD DERRICK L &
215 TREE SWALLOW DR
PENSACOLA, FL 32503

SHAH JIGAR &
219 TREE SWALLOW DR
PENSACOLA, FL 32503

TRAN ELVIS
291 TREE SWALLOW DRIVE
PENSACOLA, FL 32503

BYRD DAVID E
295 TREE SWALOW DR
PENSACOLA, FL 32503

WILKINS CHRISTINA R &
299 TREE SWALLOW DR
PENSACOLA, FL 32503

JENKINS AARON
303 TREE SWALLOW DR
PENSACOLA, FL 32503

JACOBS DAVID C &
307 TREE SWALLOW DR
PENSACOLA, FL 32503

POTTER DEBORAH DIANE
311 TREE SWALLOW DR
PENSACOLA, FL 32503

MCCLURE MICHAEL
315 TREE SWALLOW DR
PENSACOLA, FL 32503

BATTENBERG FREDERICK L
319 TREE SWALLOW DR
PENSACOLA, FL 32503

NELSON GARRY S
323 TREE SWALLOW DR
PENSACOLA, FL 32503

MATTSON KRISTIN L
327 TREE SWALLOW DR
PENSACOLA, FL 32503

GAUTHIER JEFFREY D
220 TREE SWALLOW DR
PENSACOLA, FL 32503

DEREYNA MILTON R III
335 TREE SWALLOW DR
PENSACOLA, FL 32503

FIELDS JAMES C &
339 TREE SWALLOW DR
PENSACOLA, FL 32503

SMITH CHARLES M &
343 TREE SWALLOW DR
PENSACOLA, FL 32503

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PENSACOLA, FL 32503

CAMPBELL JORDAN M
351 TREE SWALLOW DR
PENSACOLA, FL 32503

SIMMONS JOSEPH III
355 TREE SWALLOW DR
PENSACOLA, FL 32503

GAINEY JOHN C &
359 TREE SWALLOW DR
PENSACOLA, FL 32503

SELLERS LEVAN JR
363 TREE SWALLOW DR
PENSACOLA, FL 32503

AMOS DOTTY L
367 TREE SWALLOW DR
PENSACOLA, FL 32503

PEARSON ROOSEVELT JR
371 TREE SWALLOW DR
PENSACOLA, FL 32503

RANDOLPH BRYANT L
375 TREE SWALLOW DR
PENSACOLA, FL 32503

FORBES ANDREW N RANGE
379 TREE SWALLOW DR
PENSACOLA, FL 32503

ANDERSON FREDERICK M
383 TREE SWALLOW DR
PENSACOLA, FL 32503

PERRY KENNETH J &
387 TREE SWALLOW DR
PENSACOLA, FL 32503

DOUGLAS DIANA MARIE
391 TREE SWALLOW DR
PENSACOLA, FL 32503

KING ALAN D
395 TREE SWALLOW DR
PENSACOLA, FL 32503

GRIFFIN EARL JR
399 TREE SWALLOW DR
PENSACOLA, FL 32503

GILBERT BRITTANY A
403 TREE SWALLOW DR
PENSACOLA, FL 32503

STREETER DEREK L &
413 TREE SWALLOW DR
PENSACOLA, FL 32503

CRUICKSHANK APRIL
417 TREE SWALLOW DR
PENSACOLA, FL 32503

SHAH PANKAJ S
421 TREE SWALLOW DRIVE
PENSACOLA, FL 32503

PORTER MANUEL
425 TREE SWALLOW DR
PENSACOLA, FL 32503

AMOLE ADESIJI A &
429 TREE SWALLOW DR
PENSACOLA, FL 32503

WEAVER NICK ALEXANDER &
433 TREE SWALLOW DR
PENSACOLA, FL 32503

WOYCITZKY ANDREW N
426 TREE SWALLOW DR
PENSACOLA, FL 32503

UC CHIEN THANG &
422 TREE SWALLOW DR
PENSACOLA, FL 32503

FOUNTAIN ORDIERES A
418 TREE SWALLOW DR
PENSACOLA, FL 32503

KING REGINALD &
414 TREE SWALLOW LN
PENSACOLA, FL 32503

SWEAT LINDA MAE
6305 PARAKEET TRL
PENSACOLA, FL 32503

BRENNAN BENJAMIN M
6309 PARAKEET TRL
PENSACOLA, FL 32503

DONNELLY LEO J
6325 PARAKEET TRL
PENSACOLA, FL 32503

REEVES CARL E
6329 PARAKEET TRL
PENSACOLA, FL 32503

TALLMAN ANDREW
6333 PARAKEET TRL
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HUMBERT GORDON H
159 SISKIN LN
PENSACOLA, FL 32503

HUFFMAN TRAVIS W
155 SISKIN LN
PENSACOLA, FL 32503

JOHNSON CHRISTOPHER &
151 SISKIN LN
PENSACOLA, FL 32503

PITTS JEFFREY T SR
145 SISKIN LN
PENSACOLA, FL 32503

YU JIA ZHI &
141 SISKIN LN
PENSACOLA, FL 32503

CHAPPELEAR ROBERT E
200 TREE SWALLOW DR
PENSACOLA, FL 32503

PARKER REGINALD D
204 TREE SWALLOW DR
PENSACOLA, FL 32503

NGUYEN NGOC V
206 TREE SWALLOW DR
PENSACOLA, FL 32503

BECKER JANET M LIFE EST
216 TREE SWALLOW DR
PENSACOLA, FL 32503

NGUYEN KHOI B
224 TREE SWALLOW DR
PENSACOLA, FL 32503

JONES CARLA SCOTT
290 TREE SWALLOW DR
PENSACOLA, FL 32503

ALQASSIM MAJEDAH SAAD
294 TREE SWALLOW DR
PENSACOLA, FL 32503

BROWN DEXTER G
298 TREE SWALLOW DR
PENSACOLA, FL 32503

BAILEY FLORENCE
WASHINGTON
302 TREE SWALLOW DR
PENSACOLA, FL 32503

SNOWDEN DOUGLAS M &
306 TREE SWALLOW DR
PENSACOLA, FL 32503

MERCER RICHARD G &
310 TREE SWALLOW DR
PENSACOLA, FL 32503

GIBSON DALONTE A
314 TREE SWALLOW DR
PENSACOLA, FL 32503

BENNETT CHRISTOPHER
6200 CHICKADEE PASS
PENSACOLA, FL 32503

BROWN CYNTHIA VAUGHN
1815 PALM WARBLER LN
RUSKIN, FL 33570

SHINE MICHAEL A &
6208 CHICKADEE PASS
PENSACOLA, FL 32503

MELTON JEFFREY B SR
6212 CHICKADEE PASS
PENSACOLA, FL 32503

TRAN MINH H &
13115 WHITTINGTON DRAPT
3103
HOUSTON, TX 77077

STOODT BROOKS &
326 TREE SWALLOW DR
PENSACOLA, FL 32503

HESS DAVID A
330 TREE SWALLOW DR
PENSACOLA, FL 32503

ESTES GREGORY L
4000 W JEFFERSON ST
JOLIET, IL 60431

WANG SHANSHAN &
6365 PARAKEET TRL
PENSACOLA, FL 32503

RIVERS STACEY L
4115 APPLECREEK BEND DR
STAFFORD, TX 77477

WASHINGTON KATRINA D
6355 PARAKEET TRL
PENSACOLA, FL 32503

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6351 PARAKEET TRL
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BIANCO YELENA S
6343 PARAKEET TR
PENSACOLA, FL 32503

WEEMS CRAIG A &
6320 PARAKEET TRAIL
PENSACOLA, FL 32503

WAITS PATRICK E &
6324 PARAKEET TRL
PENSACOLA, FL 32503

HARPER CEDRIC D
4342 FIELDSTONE DR
RAPID CITY, SD 57703

HEATH SAMUEL L &
6342 PARAKEET TRL
PENSACOLA, FL 32503

FISCHER JEFFREY M
804 MEADWOOD LN
WARMINSTER, PA 18974

WILLIS STEPHEN L
6356 PARAKEET TRL
PENSACOLA, FL 32503

DENNING WARREN MALCOLM JR
6360 PARAKEET PL
PENSACOLA, FL 32503

DOWTY JAMES A
6364 PARAKEET TRL
PENSACOLA, FL 32503

DAUBA JOEL &
6368 PARAKEET TRL
PENSACOLA, FL 32503

GODWIN ANTHONY D
6372 PARAKEET TRL
PENSACOLA, FL 32503

TODD TRISTIAN &
348 TREE SWALLOW DR
PENSACOLA, FL 32503

GIBSON KEITH W &
356 TREE SWALLOW DR
PENSACOLA, FL 32503

ORLINO JASON &
362 TREE SWALLOW DR
PENSACOLA, FL 32503

MCGEE CASEY JR &
366 TREE SWALLOW DR
PENSACOLA, FL 32503

ROSADO GERARD
370 TREE SWALLOW DR
PENSACOLA, FL 32503

KNIGHT JOSEPH DUKES LIFE EST
378 TREE SWALLLOW DR
PENSACOLA, FL 32503

SIMPSON VINCENT L
384 TREE SWALLOW DR
PENSACOLA, FL 32503

DAVIS WILLIE R
388 TREE SWALLOW DR
PENSACOLA, FL 32503

MURPHY CHRISTOPHER A
392 TREE SWALLOW DR
PENSACOLA, FL 32503

NEAL BRIAN B
PSC 251 BOX 2075
APO, AP 96542

SEELY RICHARD H &
402 TREE SWALLOW DR
PENSACOLA, FL 32503

COX KENNETH D &
406 TREE SWALLOW DR
PENSACOLA, FL 32503

ROBINS RIDGE HOMEOWNERS ASSOCIATION
C/O MYHOMESPOT.COM
225 N PACE BLVD
PENSACOLA, FL 32505

CIRCLE K STORES INC
STE M25 WEST CEDAR ST
PENSACOLA, FL 32502

OM HANUMAN HOSPITALITY INC
7226 PLANTATION RD
PENSACOLA, FL 32504

PARK AVENUE HOTEL GROUP FLORIDA LLC
STE A-1374780 ASHFORD DUNWOODY RD
ATLANTA, GA 30338

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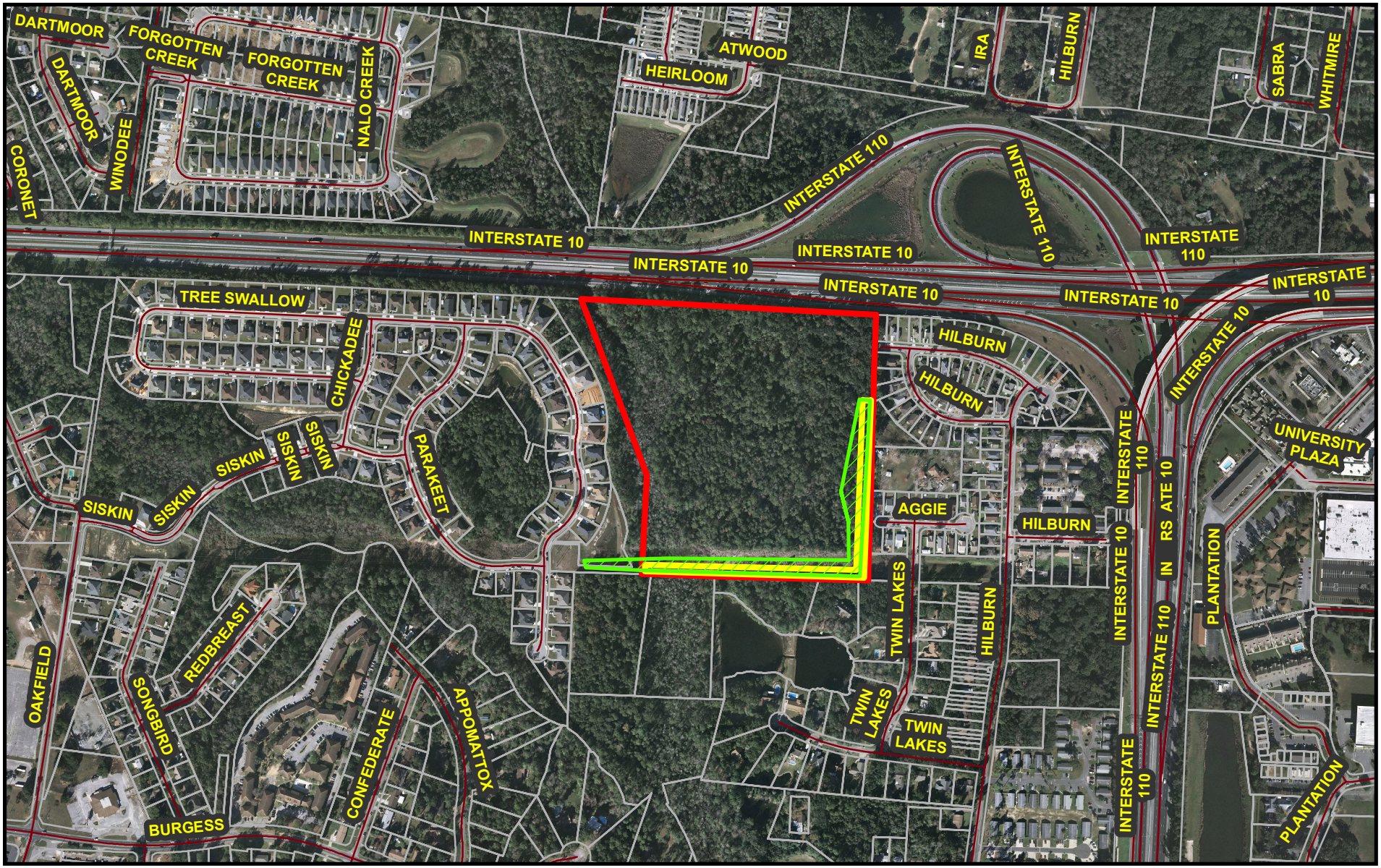
REQUEST TO VACATE: TWO DRAINAGE EASEMENTS LOCATED AT THE 7200 BLOCK OF HILBURN ROAD
Petitioner: SNS Iron Rock, LLC



ESCAMBIA COUNTY
ENGINEERING DIVISION

MLW 1/8/2020 DISTRICT 3

2016
Aerial Photo

Petitioner's Property

2014 Drainage Easement to be vacated (OR Book 7441, Pg 82)

2017 Drainage Easement to be Vacated (OR Book 7777, Pg 476)

Recorded in Public Records 11/25/2015 at 10:53 AM OR Book 7441 Page 82, Instrument #2015089842, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS AGREEMENT, made and entered into this 13th day of October, 2014 between **Robin's Ridge Development, LLC, A Florida Limited Liability Company,** party of the First Part, and **Escambia County, a Political Subdivision of the State of Florida**, as Party of the Second Part.

W I T N E S S E T H:

THAT WHEREAS, the Party of the Second Part proposes to construct and maintain a drainage easement across real property located in Section 29, Township 1 South, Range 30 West, Escambia County, Florida;

AND WHEREAS, the Party of the First Part is the owner of the hereinafter described real property, over, across and upon which said drainage easement;

NOW, THEREFORE, it is hereby agreed as follows:

The Party of the First Part does hereby bargain, sell, convey, transfer and delivery unto Board of County Commissioners of Escambia County, Florida, a drainage easement 20 feet in width for the purpose of construction and/or maintaining a drainage easement and the right of ingress and egress over and across the hereinafter described property upon which the said drainage easement is to be located for the sole purpose of maintaining the drainage easement on the following described property, to-wit:

DESCRIPTION

A 20 foot wide Drainage Easement in Section 29, Township 1 South, Range 30 West, Escambia County, Florida, being 10 feet on each side of the following described centerline:

Commence at a point of the East line of Section 29, Township 1 South, Range 30 West, Escambia County, Florida, said point of beginning 1320.00 feet South of the Northeast corner of said Section 29; thence North 89 degrees 41 minutes 20 seconds West along the South line of the North 1320.00 feet of the said Section for a distance of 1320.00 feet; Thence North 01 degrees 10 minutes 40 seconds East along the West line of the East 1320.00 feet on the said Section for a distance of 810.00 feet; Thence North 88 degrees 49 minutes 20 seconds West for a distance of 10.00 feet to the Point of Beginning; Thence South 01 degrees 10 minutes 40 seconds West and Parallel to the said West line of the East 1320.00 feet of Section 29 for a distance of 800.00 feet; Thence North 89 degrees 41 minutes 20 seconds West and parallel to the said South line of the North 1320.00 feet, more or less, to the Centerline of a Tributary to CARPENTER'S CREEK AND POINT OF TERMINATION.

IT IS FURTHER AGREED that the Party of Second Part shall not construct or develop in such a manner that would burden the easement area with material additional drainage than the easement is burdened as of the execution of this Agreement. Any construction on the easement shall be approved by the Party of the First Part, which approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD, said easement unto the Board of County Commissioners of Escambia County, Florida, and its successors and assigns, forever,

The Party of the First Part does hereby covenant with the Party of the Second Part that he is lawfully seized and possessed of the real property above described, that he has a good and lawful right to convey the same, or any part thereof, and that it is free from all encumbrances.

IN WITNESS WHEREOF; the Party of the First Party hereto has hereunto set this hand and seal the date first above written.

Signed, Sealed and Delivered
In the presence of:

WITNESS:

WITNESS:

Robin's Ridge Development, LLC

By: _____
Rodney A. Sutton, its Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, personally appeared Rodney A. Sutton, who is personally known to me or who has produced _____ as identification and who did/did not take an oath, and who is known to me to be the individual described in and who is known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that the same was executed for the purpose herein expressed.

WITNESS my hand and official seal this 13th day of October, 2014.

Printed Name: Ashleigh McLean
Notary Public
My Commission Expires:

ASHLEIGH McLEAN
My Commission EE130726
Expires September 15, 2015

Recorded in Public Records 9/14/2017 10:51 AM OR Book 7777 Page 476, Instrument #2017071671, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $44.00 Deed Stamps $0.70

Prepared by:
Kara Johnson
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Hilburn Grove
29-1S-30-1103-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DRAINAGE EASEMENT
(Limited Liability Company)

THIS DRAINAGE EASEMENT made this 9th day of August, 2017, by and between Robins Ridge Development, LLC, a limited liability company organized under the laws of the State of Florida, whose mailing address is 120 East Main Street, Suite A, Pensacola, Florida 32502 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 29, Township 1S, Range 30 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar ($1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily

removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

Robins Ridge Development, LLC

Witness Mary Warnick
Print Name Mary Warnick

Witness Sandra Marsh
Print Name Sandra Marsh

By: Rodney A. Sutton, as Manager for Robins Ridge Development, LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9TH day of AUGUST, 2017, by Rodney A. Sutton, as Manager for Robins Ridge Development, LLC, on behalf of the company. He (x) is personally known to me, or (_) produced current _____ as identification.

(Notary Seal) MARIE PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. FF 79418
MY COMMISSION EXPIRES MARCH 14, 2018

Marie Price
Signature of Notary Public

MARIE PRICE
Printed Name of Notary Public

ACCEPTANCE

This Drainage Easement was accepted by Escambia County, Florida, on the 7th day of September, 2017, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the 7th day of September, 2017,

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Court

Deputy Clerk

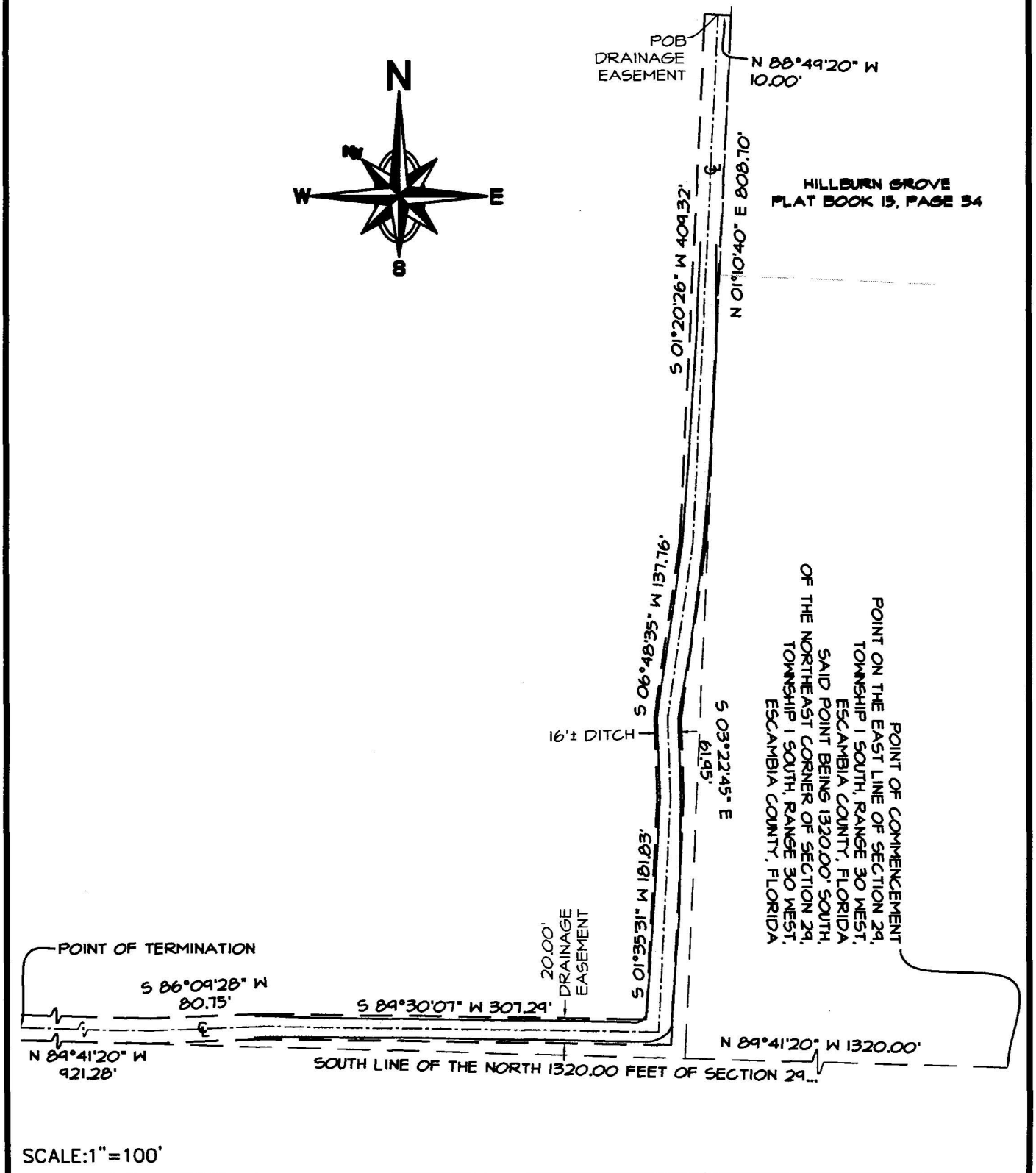
BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed
9/7/2017

This document approved as to form and legal sufficiency.
By
Title Asst County Attorney
Date Aug 6, 2017

Exhibit "A"

DESCRIPTION DRAWING | JOB NO.: 10-19786-17



SCALE:1"=100'

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

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

DESCRIPTION DRAWING	JOB NO.: 10-19786-17

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

A 20 FOOT WIDE DRAINAGE EASEMENT

THE CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA SAID POINT BEING 1320.00 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1320.00 FEET; THENCE GO NORTH 01 DEGREES 10 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 808.70 FEET; THENCE GO NORTH 88 DEGREES 49 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20 FOOT WIDE DRAINAGE EASEMENT; THENCE GO SOUTH 01 DEGREES 20 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 409.32 FEET; THENCE GO SOUTH 06 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 137.76 FEET; THENCE GO SOUTH 03 DEGREES 22 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 61.95 FEET; THENCE GO SOUTH 01 DEGREES 35 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 181.83 FEET; THENCE GO SOUTH 89 DEGREES 30 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 307.29 FEET; THENCE GO SOUTH 86 DEGREES 09 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 80.75 FEET; THENCE GO NORTH 89 DEGREES 41 MINUTES 20 SECONDS WEST PARALLEL TO AFORESAID SOUTH LINE OF THE NORTH 1320 FEET OF SECTION 29 FOR A DISTANCE OF 921.28 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE OF A 20 FOOT WIDE DRAINAGE EASEMENT. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.96 ACRES MORE OR LESS.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

Fred R. Thompson 7/18/2017

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

SCALE:1"=100'

NW NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION

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

PIPE TABLE			
Pipe Name	Length	Size	Slope
PD-10	119'	24" HDPE	2.45%
PD-11	57'	24" HDPE	0.50%
PD-12	170'	24" HDPE	0.50%
PD-14	181'	30" HDPE	0.50%
PD-16	43'	30" RCP	0.50%
PD-18	16'	10" HDPE	2.38%
PD-19	47'	18" RCP	1.65%
PD-20	93'	24" HDPE	5.20%
PD-22	90'	24" HDPE	1.94%
PD-24	163'	24" RCP	0.50%
PD-30	55'	24" HDPE	4.22%
PD-32	84'	24" RCP	9.17%
PD-40	133'	24" HDPE	2.47%
PD-42	58'	30" RCP	10.12%
PD-100	160'	18" HDPE	4.56%
PD-105	33'	18" RCP	0.64%
PD-107	124'	18" RCP	6.76%
PD-200	38'	18" RCP	0.45%
PD-210	210'	24" HDPE	0.50%
PD-215	38'	18" RCP	1.19%
PD-240	88'	18" RCP	5.66%
PD-270	158'	18" HDPE	6.29%
PD-280	36'	18" RCP	0.57%
PD-283	50'	24" HDPE	3.10%
PD-290	99'	18" RCP	0.50%
PD-300	145'	18" HDPE	5.67%
PD-305	33'	18" RCP	0.94%
PD-310	201'	24" HDPE	1.39%
PD-315	109'	24" RCP	0.50%
PD-320	39'	18" RCP	0.50%
PD-330	50'	24" HDPE	0.50%
PD-340	144'	18" RCP	0.50%

ELLIPTICAL PIPE TABLE			
Pipe Name	Length	Size	Slope
PD-34	69'	14"x23" ERCP	0.73%
PD-43	56'	14"x23" ERCP	1.79%

MITERED END SECTIONS	
NAME	INVERT
MES-14	INV=90.00' (PD-16)
MES-18	INV=79.00' (PD-19)
MES-20	INV=102.00 (PD-20)
MES-34	INV=68.00' (PD-32)
MES-36	INV=74.00' (PD-34)
MES-42	INV=65.00' (PD-42)
MES-44	INV=72.00' (PD-43)

DROP INLETS		
NAME	TOP ELEVATION	INVERTS
DI-11 TYPE 'D' INLET	95.49	INV=91.97 (PD-11) INV=91.97 (PD-12)
DI-16 TYPE 'D' OUTFALL STRUCTURE W/ 19"x6' SLOT AT ELEV 85.95'	89.60	INV=79.77 (PD-19) INV=80.27 (PD-18)
DI-24 TYPE 'D' BUBBLE-UP STRUCTURE W/ SLOT (SW) W/ RIPRAP	92.10	INV=89.00 (PD-24)
DI-34 TYPE 'D' OUTFALL STRUCTURE 6.5"x8' SLOT AT ELEV 77.75' 1-1/4" ORIFICE AT ELEV 76.00''	80.10	INV=74.50 (PD-34)
DI-43 TYPE 'D' OUTFALL STRUCTURE W/ 10"x13.5" SLOT AT ELEV 75.45' 1-1/2" ORIFICE INV=73.75'	77.60	INV=73.00 (PD-43)

CURB INLET		
NAME & DESCRIPTION	ELEVATIONS	INVERTS
CI-100 TYPE 'A' CURB INLET	TOP=110.25 EOP=??? THROAT=???	INV=107.00 (PD-100)
CI-105 TYPE 'A' CURB INLET	TOP=102.71 EOP=??? THROAT=???	INV=99.71 (PD-100) INV=99.71 (PD-105)
CI-107 TYPE 'A' CURB INLET	TOP=102.53 EOP=??? THROAT=???	INV=99.50 (PD-105) INV=99.50 (PD-107)
CI-110 TYPE 'A' DUAL CURB INLET	TOP=96.20 EOP=??? THROAT=???	INV=91.12 (PD-107) INV=91.12 (PD-14) INV=91.12 (PD-12)
CI-200 TYPE 'A' CURB INLET	TOP=105.54 EOP=??? THROAT=???	INV=101.03 (PD-200)
CI-210 TYPE 'A' CURB INLET	TOP=105.19 EOP=??? THROAT=???	INV=100.86 (PD-200) INV=97.12 (PD-210) INV=95.12 (PD-10)
CI-215 TYPE 'A' DUAL CURB INLET	TOP=102.23 EOP=??? THROAT=???	INV=98.62 (PD-215)
CI-220 TYPE 'A' CURB INLET	TOP=101.98 EOP=??? THROAT=???	INV=98.17 (PD-210) INV=98.17 (PD-215)
CI-250 TYPE 'A' DUAL CURB INLET	TOP=101.28 EOP=??? THROAT=???	INV=98.00 (PD-240)
CI-270 TYPE 'A' CURB INLET	TOP=98.32 EOP=??? THROAT=???	INV=94.74 (PD-270)
CI-280 TYPE 'A' CURB INLET	TOP=90.87 EOP=??? THROAT=???	INV=84.99 (PD-280)
CI-285 TYPE 'A' CURB INLET	TOP=87.56 EOP=??? THROAT=???	INV=83.24 (PD-283) INV=78.53 (PD-290) INV=78.03 (PD-30)
CI-290 TYPE 'A' INLET	TOP=83.28 EOP=??? THROAT=???	INV=79.03 (PD-290)
CI-305 TYPE 'A' CURB INLET	TOP=90.42 EOP=??? THROAT=???	INV=84.39 (PD-305) INV=84.80 (PD-300)
CI-310 TYPE 'A' CURB INLET	TOP=90.42 EOP=??? THROAT=???	INV=81.81 (PD-310) INV=84.70 (PD-305)
CI-320 TYPE 'A' CURB INLET	TOP=84.82 EOP=??? THROAT=???	INV=75.01 (PD-340) INV=75.01 (PD-320)
CI-340 TYPE 'A' CURB INLET	TOP=85.22 EOP=??? THROAT=???	INV=74.81 (PD-320) INV=74.81 (PD-330)
CI-350 TYPE 'A' DUAL CURB INLET	TOP=78.73 EOP=??? THROAT=???	INV=75.73 (PD-340)

STORMWATER JUNCTION BOX		
NAME	TOP ELEVATION	INVERTS
JB-10 JUNCTION BOX W/ 5'ø BOTTOM	97.17	INV=92.22 (PD-10) INV=92.26 (PD-11)
JB-12 JUNCTION BOX W/ 5'ø BOTTOM	95.51	INV=90.22 (PD-14) INV=90.21 (PD-16)
JB-22 JUNCTION BOX W/ 5'ø BOTTOM	102.35	INV=97.19 (PD-20) INV=97.19 (PD-22)
JB-24 JUNCTION BOX W/ 5'ø BOTTOM	100.90	INV=95.44 (PD-22) INV=89.81 (PD-24)
JB-30 JUNCTION BOX W/ 5'ø BOTTOM	86.11	INV=75.73 (PD-30) INV=75.73 (PD-32)
JB-40 JUNCTION BOX W/ 5'ø BOTTOM	78.00	INV=70.83 (PD-40) INV=70.83 (PD-42)
JB-283 JUNCTION BOX W/ 6'ø BOTTOM	89.70	INV=84.79 (PD-280) INV=84.79 (PD-270) INV=84.79 (PD-283)
JB-300 JUNCTION BOX W/ 4'ø BOTTOM	97.07	INV=93.00 (PD-240) INV=93.00 (PD-300)
JB-330 JUNCTION BOX W/ 5'ø BOTTOM	85.38	INV=78.47 (PD-315) INV=74.56 (PD-330) INV=74.12 (PD-40)



RBA
REBOL-BATTLE & ASSOCIATES
Civil and Environmental Engineers
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida, 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 0000697

GRADING & DRAINAGE PLAN

Cardinal Cove Subdivision

AN 81 LOT RESIDENTIAL SUBDIVISION
7200 BLOCK HILBURN ROAD
ESCAMBIA COUNTY, FLORIDA

No.	DATE	REVISION

SEAL
NOT FOR CONSTRUCTION
Jeremy R. King
No.76144

Dr. By: CBD
Ck By: JRK
Job No.: 2018.116
Date: 8/5/2019

DRAWING No.
C3.0
SHEET 8 OF 37

This drawing is the property of Rebol-Battle & Associates, and may not be reproduced without written permission.

P:\JOBS\2018.116 SYDNEY COVE - RIDGE\ SUSTAIN\DRAWINGS\C3.0 GRADING PLAN.DWG

REGULAR BCC AGENDA – Continued

9. Continued...

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

Motion: Move the 5:33 in the affirmative to approve, and B and C as well
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

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

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

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

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

Motion: I would move that we set a time certain to rehear this vacation at our April 2, 2020, meeting, 5:35 p.m.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Laurie Murphy, Patrick H. Crowe, Linda Crowe, Joseph Smith, Peggy Humbert, Blake McKinney, Neal Nash, Rodney Sutton, Prudence Anderson, Sherri Myers, Mike Goehring, Barbara Mayall, Andrew Blewer

REGULAR BCC AGENDA – Continued

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

   A. Reschedule the April 2, 2020, 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road, as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust, meeting date and time to be determined;

   B. Reschedule the April 2, 2020, 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU, to May 7, 2020, 5:32 p.m.;

   C. Reschedule the April 2, 2020, 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU, to May 7, 2020, 5:31 p.m.;

   D. Reschedule the April 2. 2020, 5:35 p.m. Public Hearing for the Consideration of the Petition to Vacate Two Drainage Easements located in the 7200 Block of Hilburn Road, as petitioned by SNS Iron Rock LLC, represented by its agent, Rodney Sutton, meeting date and time to be determined;

   E. Reschedule the April 2, 2020, 5:45 p.m. Public Hearing - CIP Ordinance, meeting date and time to be determined;

      Summary: The purpose of this ordinance is to fulfill the requirements of Section163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

   F. Reschedule the April 2, 2020, 5:46 p.m. Public Hearing LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings), meeting date and time to be determined;

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

   G. Reschedule the April 2, 2020, 5:47 p.m. Public Hearing Perdido Landfill - Renewal of Concrete Recycling Facility Permit, meeting date and time to be determined;

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

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

7. Continued…

H. Reschedule the April 2, 2020, 5:48 p.m. Public Hearing Brickton Borrow Pit Permit Renewal, meeting date and time to be determined; and

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

I. Reschedule the April 2, 2020, 5:48 p.m. Public Hearing Brickton Borrow Pit Permit Renewal, meeting date and time to be determined; and

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

Motion: Move to approve the slate A through I, moving the ones that are not time certain to the May 7th Regular meeting. **For Information:** The Board discussed the expenses concerning the rescheduling of these hearings being borne by the County.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-1, with Commissioner Underhill voting "no" and Commissioner May temporarily out of Board Chambers.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18058 **Public Hearings 9.**

BCC Regular Meeting

Meeting Date: 07/02/2020

Issue: 5:34 p.m. Public Hearing to Adopt the Beulah Garden Estates Street Lighting MSBU Ordinance

From: Sharon Harrell, Interim Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

5:34 p.m. Public Hearing for consideration of adopting an Ordinance creating the Beulah Garden Estates Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit (MSBU) and all related documents, and make the following findings of fact.

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

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

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

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

BACKGROUND:

The owner of the Beulah Garden Estates property, DSLD Homes (Florida), LLC, has met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects.

The Beulah Garden Estates lighting district plan proposal:
*25 assessable lots located in Commission District 1
*5 lights in initial plan
*Assessment estimated to be $167.37 (includes a reserve), and $123.99 in subsequent years.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Beulah Garden Estates MSBU Ordinance

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 75, SECTIONS 70-500.426 - 70-500.433 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE BEULAH GARDEN ESTATES STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

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

WHEREAS, there are an estimated 25 properties in this proposed district, and the property owners within Beulah Garden Estates submitted letters to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Beulah Garden Estates.

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

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

Section 2: Part I, Chapter 70, Article III, Division 75, Sections 70-500.426 through 70-500.433 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 75. – BEULAH GARDEN ESTATES

Sec. 70-500.426. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.427. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Beulah Garden Estates Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.428. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

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

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

E. *District* shall mean that geographical area of the Beulah Garden Estates Street Lighting Municipal Service Benefit Unit described hereafter.

The Beulah Garden Estates Street Lighting District shall include a portion of:

A private 25 lot residential subdivision development in Section 6, Township 1, South, Range 31 West, Escambia County, Florida classified by the Property Appraiser's records in Plat Book 19, Page 95 and 95A, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in Exhibit A attached hereto and incorporated herein.

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

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

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

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

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

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

Sec. 70-500.429. - DISTRICT CREATED. There is hereby created within Escambia County the *Beulah Garden Estates Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.430. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

Sec. 70-500.431. - LEGISLATIVE FINDINGS.

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

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

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

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

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

Sec. 70-500.432. - SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

Sec. 70-500.433. - APPEAL PROCESS.

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

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

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

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

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

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

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word

"Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

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

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

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

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-15-2020

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 02 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 1996.53 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE GO NORTH 87 DEGREES 06 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH THE FIELD MONUMENTED WEST LINE OF REBEL ROAD (MAINTENANCE CLAIM, WIDTH UNDETERMINED). THENCE GO SOUTH 02 DEGREES 36 MINUTES 41 SECONDS WEST ALONG SAID FIELD MONUMENTED WEST LINE OF REBEL ROAD FOR A DISTANCE OF 6.52 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 87 DEGREES 01 MINUTES 27 SECONDS WEST ALONG A 4 FOOT WIRE FENCE FOR A DISTANCE OF 649.94 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE GO SOUTH 02 DEGREES 41 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 FOR A DISTANCE OF 393.89 FEET; THENCE GO SOUTH 86 DEGREES 57 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 200.00 FEET; THENCE GO SOUTH 02 DEGREES 41 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 245.08 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SUWANEE ROAD (40' R/W); THENCE GO SOUTH 87 DEGREES 03 MINUTES 04 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF SUWANEE ROAD FOR A DISTANCE OF 450.87 FEET TO AN INTERSECTION WITH THE AFORESAID FIELD MONUMENTED WEST LINE OF REBEL ROAD; THENCE GO NORTH 02 DEGREES 36 MINUTES 41 SECONDS EAST ALONG SAID FIELD MONUMENTED WEST LINE OF REBEL ROAD FOR A DISTANCE OF 638.99 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 8.42 ACRES MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18095 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 07/02/2020
Issue: 5:35 p.m. Public Hearing to Adopt the Brylington Manor Street Lighting MSBU Ordinance
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of adopting the Ordinance creating the Brylington Manor Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Brylington Manor Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact.

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

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

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

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

BACKGROUND:

The owners of the Brylington Manor property, Ashton LLP and Adams Homes of Northwest Florida, have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects.

The Brylington Manor lighting district plan proposal:
*74 assessable lots located in Commission District 1
*20 lights in initial plan
*Assessments estimated to be $155.54 in Year 1 (includes a reserve), and $115.21 in subsequent years.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Brylington Manor MSBU Ordinance

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 76, SECTIONS 70-500.434 - 70-500.441 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE BRYLINGTON MANOR STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

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

WHEREAS, there are an estimated 74 properties in this proposed district, and the property owners within Brylington Manor submitted letters to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Brylington Manor.

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

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

Section 2: Part I, Chapter 70, Article III, Division 76, Sections 70-500.434 through 70-500.441 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 76. – BRYLINGTON MANOR

Sec. 70-500.434. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.435. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Brylington Manor Street Lighting Municipal Service Benefit Unit Ordinance.*"

Sec. 70-500.436. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

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

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

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

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

E. *District* shall mean that geographical area of the Brylington Manor Street Lighting Municipal Service Benefit Unit described hereafter.

The Brylington Manor Street Lighting District shall include a portion of:

A 74 lot subdivision, a re-plat of a portion of Lots 2 and 7 of a subdivision of Section 28 (Thomas English Grant) (Deed Book 29, Page 139), Township 1 South, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Page 97, 97A and 97B, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in Exhibit A attached hereto and incorporated herein.

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

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

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

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

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

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

Sec. 70-500.437. - DISTRICT CREATED. There is hereby created within Escambia County the *Brylington Manor Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.438. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

Sec. 70-500.439. - LEGISLATIVE FINDINGS.

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

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

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

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

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

Sec. 70-500.440. - SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

Sec. 70-500.441. - APPEAL PROCESS.

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

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

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

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

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

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

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word

"Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

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

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

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

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-16-2020

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT 4" X 4" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF GOVERNMENT LOT 6, SECTION 28, THE THOMAS ENGLISH GRANT, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS SHOWN ON THE PLAT RECORDED IN DEED BOOK 29, AT PAGE 139 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED NORTH 09°00'25" EAST ALONG THE APPARENT WEST LINE OF GOVERNMENT LOT 2 OF SAID SECTION 28 AND AS PER DEED RECORDED IN OFFICIAL RECORDS BOOK (O.R.) 4511, AT PAGE (PG.) 2003 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 61.68 FEET; THENCE DEPARTING THE WEST LINE OF SAID GOVERNMENT LOT 2, PROCEED NORTH 55°58'48" EAST FOR A DISTANCE OF 45.70 FEET TO THE EAST BOUNDARY LINE OF THE KLONDIKE LANDFILL AS REVISED IN 1999 AND AS DESCRIBED IN O.R. 4511, AT PG. 2003 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE PROCEED SOUTH 10°15'04" WEST ALONG SAID EAST BOUNDARY LINE FOR A DISTANCE OF 41.90 FEET TO THE EASTERLY RIGHT-OF-WAY LINE (R/W) OF SPARSHOTT DRIVE (60' PRIVATE R/W) (ENTRANCE ROAD - PARCEL "A") AS SHOWN ON A BOUNDARY SURVEY BY ESCAMBIA COUNTY ENGINEERING SERVICES (DRAWING NUMBER L-3999, DATED APRIL 1999) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY LINE, PROCEED NORTH 55°58'48" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 203.15 FEET; THENCE DEPARTING SAID R/W, PROCEED SOUTH 27°30'10" EAST FOR A DISTANCE OF 109.18 FEET; THENCE PROCEED NORTH 62°29'50" EAST FOR A DISTANCE OF 80.00 FEET; THENCE PROCEED NORTH 27°30'10" WEST FOR A DISTANCE OF 118.32 FEET TO A POINT ON SAID EASTERLY R/W OF SPARSHOTT DRIVE; THENCE PROCEED NORTH 55°58'48" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 386.31 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 393.63 FEET, A CENTRAL ANGLE OF 47°30'04", AND A CHORD BEARING AND DISTANCE OF NORTH 32°13'46" EAST, 317.07 FEET; THENCE PROCEED NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY R/W FOR A DISTANCE OF 326.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 08°28'44" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 50.50 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 435.72 FEET, A CENTRAL ANGLE OF 37°55'15" AND A CHORD BEARING AND DISTANCE OF NORTH 27°26'21" EAST, 283.14 FEET; THENCE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY R/W FOR A DISTANCE OF 288.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 46°23'59" EAST ALONG SAID EASTERLY R/W FOR A DISTANCE OF 312.68 FEET TO THE SOUTH LINE OF THAT PROPERTY AS DESCRIBED IN O.R. 2442, PG. 562 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY ALSO BEING THE NORTH LINE OF SAID SECTION 28 (THOMAS ENGLISH GRANT); THENCE DEPARTING SAID EASTERLY R/W LINE, PROCEED SOUTH 80°41'20" EAST ALONG THE SOUTH LINE OF SAID O.R. 2442, PG. 562 AND SAID NORTH LINE OF SECTION 28 FOR A DISTANCE OF 202.68 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN O.R. 4190, AT PG. 128 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING THE SOUTH LINE OF SAID O.R. 2442, PG. 562 AND SAID NORTH LINE OF SECTION 28, PROCEED SOUTH 09°16'14" WEST ALONG THE WEST LINE OF SAID O.R. 4190, PG. 128 FOR A DISTANCE OF 932.99 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT ON SAID WEST LINE; THENCE PROCEED SOUTH 79°17'37" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 180.92 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT; THENCE PROCEED SOUTH 09°17'19" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 345.86 FEET TO THE WESTERLY R/W OF KLONDIKE ROAD (58' R/W) AS DESCRIBED IN O.R. 4169, AT PG. 1321 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING THE WEST LINE OF SAID O.R. 4190, PG. 128, PROCEED SOUTH 46°47'36" WEST ALONG SAID WESTERLY R/W FOR A DISTANCE OF 589.36 FEET TO THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN O.R. 5024, AT PG. 1507 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY; THENCE DEPARTING SAID WESTERLY R/W PROCEED NORTH 80°27'44" WEST ALONG THE NORTH LINE OF SAID O.R. 5024, PG. 1507 FOR A DISTANCE OF 395.53 FEET TO AN EXISTING ST. REGIS CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID O.R. 5024, PG. 1507; THENCE DEPARTING SAID NORTH LINE, CONTINUE LAST COURSE PROCEED NORTH 80°27'44" WEST ON THE WESTERLY EXTENSION OF SAID NORTH LINE FOR A DISTANCE OF 523.92 FEET TO THE AFORESAID EAST BOUNDARY LINE OF THE KLONDIKE LANDFILL AS REVISED IN 1999; THENCE PROCEED NORTH 10°15'04" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 426.56 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 28, THE THOMAS ENGLISH GRANT, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 29.46 ACRES MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18096 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 07/02/2020
Issue: 5:36 p.m. Public Hearing to Adopt the Ashland Heights Phase One Street Lighting MSBU Ordinance
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

5:36 p.m. Public Hearing for consideration of adopting the Ordinance creating the Ashland Heights Phase One Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact.

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

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

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

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

BACKGROUND:

The owners of Ashland Heights Phase One property have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects.

The Ashland Heights Phase One lighting district plan proposal:
*42 assessable lots located in Commission District 3
*8 lights in initial plan
*Assessments estimated to be $90.62 in Year 1 (includes a reserve), and $67.31 in subsequent years.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ashland Heights Phase One MSBU Ordinance

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 77, SECTIONS 70-500.442 - 70-500.449 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE ASHLAND HEIGHTS PHASE ONE STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Ashland Heights Phase One Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

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

WHEREAS, there are an estimated 42 properties in this proposed district, and the property owners in Ashland Heights Phase One have submitted a petition to the Board of County Commissioners that included the signatures of more than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Ashland Heights Phase One.

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

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

Section 2: Part I, Chapter 70, Article III, Division 77, Sections 70-500.442 through 70-500.449 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 77. – ASHLAND HEIGHTS PHASE ONE

Sec. 70-500.442. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.443. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Ashland Heights Phase One Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.444. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Ashland Heights Phase One Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

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

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

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

E. *District* shall mean that geographical area of the Ashland Heights Phase One Street Lighting Municipal Service Benefit Unit described hereafter.

The Ashland Heights Phase One Street Lighting District shall include properties with parcel numbers identified in **Exhibit A**, attached hereto and incorporated herein.

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

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

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

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

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

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

Sec. 70-500.445. - DISTRICT CREATED. There is hereby created within Escambia County the *Ashland Heights Phase One Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.446. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

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

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

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

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

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

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

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

Sec. 70-500.447. - LEGISLATIVE FINDINGS.

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

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

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a

fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

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

Sec. 70-500.448. - SPECIAL ASSESSMENT PROCEDURES.

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

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

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

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

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

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

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

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

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

Sec. 70-500.449. - APPEAL PROCESS.

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

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

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

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

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

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

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

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

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

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

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-16-2020

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT THE NORTHEASTERLY CORNER OF WALKER SUBDIVSION AS RECORDED IN PLAT BOOK 19, AT PAGE 22 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 03 DEGREES 10 MINUTES 12 SECONDS EAST ALONG THE WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE (50' RIGHT-OF-WAY) FOR A DISTANCE OF 459.71 FEET TO THE SOUTH LINE OF LOT 14, BLOCK 8, SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, OF THE AFORESAID COUNTY ACCORDING TO THE PLAT BY THE NATIONAL LAND SALES COMPANY AS RECORDED IN DEED BOOK 67, AT PAGE 345 OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED NORTH 87 DEGREES 18 MINUTES 15 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 14 AND LOT 3 FOR A DISTANCE OF 1,284.99 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STEFANI ROAD (25' RIGHT-OF-WAY); THENCE PROCEED NORTH 03 DEGREES 02 MINUTES 01 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 330.89 FEET TO THE NORTH LINE OF LOT 3 OF THE AFORESAID PLAT BY THE NATIONAL LAND SALES COMPANY; THENCE PROCEED SOUTH 87 DEGREES 15 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 14 FOR A DISTANCE OF 757.75 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 14 PROCEED SOUTH 03 DEGREES 10 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 165.00 FEET; THENCE PROCEED SOUTH 87 DEGREES 15 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 528.01 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE OF ASHLAND AVENUE; THENCE PROCEED SOUTH 03 DEGREES 10 MINUTES 12 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 164.85 FEET TO THE POINT OF BEGINNING.

ALL LYING IN AND BEING A PART OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 7.75 ACRES MORE OR LESS.

MSBU District Parcel Numbers	
121S313103011001	121S313103011002
121S313103012001	121S313103012002
121S313103013001	121S313103013002
121S313103014001	121S313103014002
121S313103015001	121S313103015002
121S313103016001	121S313103016002
121S313103017001	121S313103017002
121S313103019001	121S313103018002
121S313103020001	121S313103019002
121S313103021001	121S313103020002
121S313103022001	121S313104001001
121S313103001002	121S313104002001
121S313103002002	121S313104003001
121S313103003002	121S313104004001
121S313103004002	121S313104005001
121S313103005002	121S313104006001
121S313103006002	121S313104007001
121S313103007002	121S313104008001
121S313103008002	121S313104009001
121S313103009002	121S313104010001
121S313103010002	121S313103018001

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18071 **Public Hearings 12.**
BCC Regular Meeting
Meeting Date: 07/02/2020
Issue: 5:37 p.m. Public Hearing to Adopt an Ordinance Creating the Escambia Children's Trust
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
5:37 p.m. Public Hearing for Consideration of Adopting an Ordinance Creating Chapter 90, Article 10, Providing for the Creation of a Countywide Independent Special District and a Governing Board to be known as the Escambia Children's Trust.

Recommendation: That the Board adopt, and authorize the Chairman to sign, the Ordinance creating a Countywide independent special district and a governing board to be known as the Escambia Children's Trust.

BACKGROUND:
Interested citizens have approached the Escambia County Board of County Commissioners with a request to place this issue on the ballot as a referendum of the Escambia County voters. The Escambia County Board of County Commissioners addressed the item at its June 16, 2020, Committee of the Whole. The Board of County Commissioners is the entity which can direct the Supervisor of Elections to place the referendum on the ballot.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The proposed Ordinance was reviewed by Assistant County Attorney Kia M. Johnson, and was advertised in the Pensacola News Journal on June 20, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Attorney's Office will work with the Clerk of the Circuit Court's Office to ensure that the Ordinance is filed with the State.

Attachments

Draft Ordinance

Clean Ordinance

PNJ Affidavit - Proof of Publication

ORDINANCE NO. 2020 - __

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; CREATING CHAPTER 90, ARTICLE 10 OF THE CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF A COUNTYWIDE INDEPENDENT SPECIAL DISTRICT TO INVEST IN METRICS BASED, SUCCESSFUL CHILDREN'S SERVICES PROGRAMS THROUGHOUT ESCAMBIA COUNTY; PROVIDING FOR A GOVERNING BOARD TO BE KNOWN AS THE ESCAMBIA CHILDREN'S TRUST; PROVIDING FOR THE MEMBERSHIP; PROVIDING FOR THE POWERS AND DUTIES OF THE TRUST; PROVIDING FOR THE CONDUCT OF BUSINESS; PROVIDING FINANCIAL REQUIREMENTS, REPORTING REQUIREMENTS, AND BUDGET PROCEDURES; PROVIDING FOR AUTHORIZATION OF THE LEVY OF AD VALOREM TAXES OF ONE-HALF MILL FOR A TERM OF 10 YEARS; PROVIDING FOR A NOVEMBER 3, 2020 REFERENDUM AND A BALLOT QUESTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Legislature of the State of Florida has, in Chapter 125.901, authorized the creation of Children's Services Councils (CSCs) as a countywide special taxing district created by ordinance, and approved by voters, to invest in metrics based, successful programs and services that improve the lives, health and well-being of children and their families; and

WHEREAS, to date, nine Florida counties have created independent CSCs that invest taxpayer dollars in the well-being of their community's children and families, and the primary focus of all CSCs is to invest in early childhood education, prevention and early intervention programs that produce measurable results; and

WHEREAS, in nine counties, voters have approved independent taxing authority for their CSC to ensure that a dedicated, recurring funding source is available for children's programs and services. The counties are Palm Beach, Alachua, Broward, Hillsborough, Martin, Miami-Dade, Okeechobee, Pinellas and St. Lucie; and

WHEREAS, the community has taken action to formally recommend to the Escambia County Board of County Commissioners the establishment of an independent

Children's Trust to be known as the Escambia Children's Trust and to hold a referendum on the creation of an independent special district; and

WHEREAS, Escambia County children need increased and enhanced services; and

WHEREAS, more than half of the children in Escambia County are not prepared to enter kindergarten[1]; and

WHEREAS, in Escambia County only 56% of children in 3rd grade read on grade level and only 50% of 7th graders are proficient in 7th grade math. While 12.1% of Escambia County students are chronically absent[2]; and

WHEREAS, Escambia County ranks 47 out of 67 Florida counties, according to the 2019 Florida Child Well-Being Index[3]; and

WHEREAS, every year in Escambia County over 5,000+ reports of suspected child abuse are received by the Department of Children and Families. Child abuse comes in many forms – physical abuse, sexual abuse, neglect – and recognizing child abuse is not easy[4]; and

WHEREAS, allegations of child abuse or medical neglect affect one in eight children in Escambia County[5]; and

WHEREAS, as many as 70% of children with developmental delays or disorders are not diagnosed or properly treated before they start school; and

WHEREAS, the higher a person's educational attainment and income, the more likely that person is to have a longer life expectancy; and

WHEREAS, the Board of County Commissioners determines that it is in the best interests of the health, safety and welfare of the public to place a referendum establishing said independent district within Escambia County before the qualified Escambia County voters on the November 3, 2020 general election ballot.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

[1] https://www.achieveescambia.org/data
[2] https://www.achieveescambia.org/data
[3] https://static1.squarespace.com/static/5ba3f2780feb9d7656220531/t/5e273266c8d88d7566a9227b/1579627124664/Annual+Report+2020.pdf
[4] https://www.gulfcoastkidshouse.org/child-abuse-prevention/programs.asp
[5] https://test.gulfcoastkidshouse.org/

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

Section 2. Chapter 90, Taxation, Article 10, Children's Services Independent District, is created as follows:

Sec. 90-311 – Sec. 90 – 349. Reserved.

Article X. Children's Services Independent District. The "Escambia Children's Trust."

Sec. 90 – 350. Short Title.

This article shall be known and may be cited as the "Escambia Children's Trust"

Sec. 90 – 351. Authority.

This article is adopted pursuant to §125.901, Florida Statutes (2019), Children's Services.

Sec. 90 – 352. Creation of an Independent Special District; Creation of the Children's Trust of Escambia County.

Subject to the approval of a majority of the qualified electors of Escambia County voting in November 3, 2020 referendum, there is hereby created an independent special district to invest in children's services throughout the County. The boundaries of the District shall be coterminous with the boundaries of Escambia County. The governing body of the District shall be a board of directors to be known as the Escambia County Children's Trust council on children's services.

Sec. 90 – 353. Purpose.

The purpose of the Escambia Children's Trust is to invest in the well-being of children within Escambia County by maximizing resources and ensuring accountability through investment in and support to community provider programs through a competitive review process. Escambia Children's Trust shall serve to collaborate and support necessary educational, preventive, developmental, treatment, intervention, and rehabilitative services for children within the County through funding and/or through cooperative agreements where not otherwise prohibited. The Escambia Children's Trust will assist the children through issuance and evaluation of requests for proposals from children's services providers when such is determined to be in the best interest of the health, safety and welfare of the community. Eligibility for application, review, and approval of Trust funding shall require that the direct service provider meets the Trust's requirements of proven fiscal accountability and performance based metrics to ensure successful program operation and accountable use of funding for the benefit of children.

Sec. 90 – 354. Membership.

The Escambia Children's Trust shall consist of 10 members as mandated by State of Florida Statute 125.901, Florida Statutes (2019), including:

(1) The superintendent of schools;
(2) A local school board member;
(3) The district administrator from the appropriate district of the Department of Children and Families, or his or her designee who is a member of the Senior Management Service or of the Selected Exempt Service;
(4) One member of the county governing body;
(5) The judge assigned to juvenile cases who shall sit as a voting member of the board, except that said judge shall not vote or participate in the setting of ad valorem taxes under this section. If there is more than one judge assigned to juvenile cases in a county, the chief judge shall designate one of said juvenile judges to serve on the board; and
(6) The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the county governing body shall submit to the Governor the names of at least three persons for each vacancy occurring among the five members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the county governing body. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the county governing body. If any of the members of the council required to be appointed by the Governor under the provisions of this subsection shall resign, die, or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

Sec. 90 – 355. Powers and Functions.

The Escambia Children's Trust shall have the following powers and functions:

(1) To provide funding and maintain in the County such preventive, developmental, treatment, intervention, and rehabilitative services for children from birth to 18 years of age as the council determines are needed for the general welfare of the county.

(2) To provide such other services for all children as the council determines are needed for the general welfare of the county.

(3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.

(4) To collect information and statistical data and to conduct research which will be helpful to the council and the county in deciding the needs of children in the county.

(5) To consult and coordinate with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.

(6) To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subparagraph shall be construed to authorize a district to issue bonds of any nature, nor shall a district have the power to require the imposition of any bond by the governing body of the county.

(7) To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.

(8) All powers, functions, and duties specified in Section 125.901, Florida Statutes or otherwise permitted by law.

(9) It is the intent of the County that the funds collected pursuant to the provisions of this section shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services.

(10) Members of the council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of Section 112.061, *Florida Statutes* (2019), as amended.

Sec. 90 – 356. Conduct of Business.

The Escambia Children's Trust shall:

(1) Immediately after the members are appointed, elect a chair and a vice chair from among its members, and elect other officers as deemed necessary by the council.

(2) Immediately after the members are appointed and officers are elected, identify, and assess the needs of the children in Escambia County and submit to the Escambia County Board of County Commissioners a written description of:

a. The activities, services, and opportunities that will be provided to children.

b. The anticipated schedule for providing those activities, services, and opportunities.

c. The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.

d. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.

e. The manner in which the council will seek and provide funding for unmet needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

(3) Provide training and orientation to all new members sufficient to allow them to perform their duties, including operating transparency and Sunshine requirements.

(4) Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

(5) Provide an annual written report, to be presented no later than January 1, to the governing body of the county. The annual report shall contain, but not be limited to, the following information:

a. Information on the effectiveness of activities, services, and programs offered by the Escambia Children's Trust, including cost effectiveness.

b. A detailed anticipated budget for continuation of activities, services, and programs offered by the Escambia Children's Trust, both public and private.

c. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

d. A description of the degree to which the council's objectives and activities are consistent with the goals of this section.

e. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

f. Information on programs, services and activities that should be eliminated; programs, services and activities that should be continued; and programs, services, and activities that should be added to the basic format of the council.

Sec. 90 – 357. Sunshine Law and Public Records

(1) The Council shall operate as required by the Florida Sunshine Law, Chapter 286, *Florida Statutes* (2019), as amended and the Florida Public Records Act, Chapter 119, *Florida Statutes* (2019), as amended.

(2) The Council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

(3) Meetings of the council shall be publicly noticed.

Sec. 90-358. Fiscal Year.

(a) The fiscal year of the District shall be the same as that of the county.

(b) On or before July 1 of each year, the council shall prepare and adopt an annual written budget of the District's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to the governing body of the county as soon as possible following the council's adoption of the final budget and millage rate pursuant to chapter 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of 0.5 mills of taxable valuation of all properties within the county which are subject to ad valorem county taxes.

(c) The budget of the district so certified and delivered to the governing body of the county shall not be subject to change or modification by the governing body of the county or any other authority.

Sec. 90-359. Levying of Ad Valorem Taxes.

(1) In order to provide funds for the Escambia Children's Trust, the District may levy ad valorem taxes annually on all taxable property in the County of one-half mill for a term of 10 years, provided that the authority to levy such taxes has been approved by a majority vote of the electors of the County voting in a countywide election to be held in accordance with the requirements of the Constitution and the laws of Florida. The tax shall be assessed, levied and collected in the same manner and at the same time as is provided by law for the levy, collection and enforcement of collection of County taxes. The authority to levy the ad valorem tax must be submitted to the voters for reauthorization every 10 years commencing with the effective date of this ordinance.

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(2) All tax money collected under this section, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the council by the tax collector of the county, or the clerk of the circuit court if the clerk collects delinquent taxes.

(3) a. All moneys received by the council shall be deposited in qualified public depositories, as defined in s. 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chair of the council and countersigned by either one other member of the council or by a chief executive officer who shall be so authorized by the council.

b. Upon entering the duties of office, the chair and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least $1,000 for each $1 million or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his or her office. The premium on such bond may be paid by the council as part of the expense of the council. No other member of the council shall be required to give bond or other security.

(4) No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed $100. All expenditures from petty cash shall be recorded on the books and records of the council. No funds of the council, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

Sec. 90-360. Reporting.

(1) Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the council on children's services shall cause to be prepared and filed with the governing body of the county a financial report which shall include the following:

a. . The total expenditures of the council for the quarter annual period.

b.. The total receipts of the council during the quarter annual period.

c. A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.

d. The total administrative costs of the council for the quarter annual period.

Sec. 90 – 361. Referendum.

The authority of the Escambia Children's Trust Special District to levy 0.5 mills to carry out the purposes and intent of this ordinance and to do all things necessary to fund the Children's Trust and the independent district created hereby shall be presented to the County electorate by placing a question on the November 3, 2020 general election ballot. The Supervisor of Elections of Escambia County shall place the following question on the November 3, 2020, general election ballot:

CHILDREN'S TRUST OF ESCAMBIA COUNTY – AUTHORITY TO LEVY ONE-HALF MILL AD VALOREM TAXES

IN ORDER TO PROVIDE ADDITIONAL EARLY CHILDHOOD EDUCATION, SAFETY, DEVELOPMENTAL, PREVENTATIVE, HEALTH, AND WELL-BEING SERVICES, INCLUDING AFTER SCHOOL AND SUMMER ENRICHMENT PROGRAMS, SHOULD AN INDEPENDENT SPECIAL DISTRICT TITLED THE "ESCAMBIA CHILDREN'S TRUST" BE CREATED AND BE AUTHORIZED TO LEVY AN ANNUAL AD VALOREM TAX OF ONE-HALF (1/2) MILL FOR 10 YEARS.

_____ YES
_____ NO

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Escambia County Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Chapter 125, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Liberally Construed.

The Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety or welfare.

Section 6. Repeal of Conflicting Ordinances.

All Escambia County Ordinances and resolutions, or portions thereof, in conflict with this Ordinance are, to the extent of such conflict, repealed.

This Ordinance does not prohibit the County from exercising such power as is provided by general or special law to provide children's services.

Section 7. Effective Date.

A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment. This ordinance shall become effective only if approved by a "yes" vote of the majority of those voting on the question posed in a November 3, 2020 referendum. If the majority of those voting do not vote "yes" to the question proposed, the District shall not be created and

this ordinance shall be of no force and effect. The effective date of the creation of the special district, if approved by the November 3, 2020 referendum, shall be December 1, 2020.

DONE AND ENACTED this ___ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____

(SEAL)

ENACTED:

EFFECTIVE DATE:

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ORDINANCE NO. 2020 - __

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; CREATING CHAPTER 90, ARTICLE 10 OF THE CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF A COUNTYWIDE INDEPENDENT SPECIAL DISTRICT TO INVEST IN METRICS BASED, SUCCESSFUL CHILDREN'S SERVICES PROGRAMS THROUGHOUT ESCAMBIA COUNTY; PROVIDING FOR A GOVERNING BOARD TO BE KNOWN AS THE ESCAMBIA CHILDREN'S TRUST; PROVIDING FOR THE MEMBERSHIP; PROVIDING FOR THE POWERS AND DUTIES OF THE TRUST; PROVIDING FOR THE CONDUCT OF BUSINESS; PROVIDING FINANCIAL REQUIREMENTS, REPORTING REQUIREMENTS, AND BUDGET PROCEDURES; PROVIDING FOR AUTHORIZATION OF THE LEVY OF AD VALOREM TAXES OF ONE-HALF MILL FOR A TERM OF 10 YEARS; PROVIDING FOR A NOVEMBER 3, 2020 REFERENDUM AND A BALLOT QUESTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Legislature of the State of Florida has, in Chapter 125.901, authorized the creation of Children's Services Councils (CSCs) as a countywide special taxing district created by ordinance, and approved by voters, to invest in metrics based, successful programs and services that improve the lives, health and well-being of children and their families; and

WHEREAS, to date, nine Florida counties have created independent CSCs that invest taxpayer dollars in the well-being of their community's children and families, and the primary focus of all CSCs is to invest in early childhood education, prevention and early intervention programs that produce measurable results; and

WHEREAS, in nine counties, voters have approved independent taxing authority for their CSC to ensure that a dedicated, recurring funding source is available for children's programs and services. The counties are Palm Beach, Alachua, Broward, Hillsborough, Martin, Miami-Dade, Okeechobee, Pinellas and St. Lucie; and

WHEREAS, the community has taken action to formally recommend to the Escambia County Board of County Commissioners the establishment of an independent

Children's Trust to be known as the Escambia Children's Trust and to hold a referendum on the creation of an independent special district; and

WHEREAS, Escambia County children need increased and enhanced services; and

WHEREAS, more than half of the children in Escambia County are not prepared to enter kindergarten[1]; and

WHEREAS, in Escambia County only 56% of children in 3rd grade read on grade level and only 50% of 7th graders are proficient in 7th grade math. While 12.1% of Escambia County students are chronically absent[2]; and

WHEREAS, Escambia County ranks 47 out of 67 Florida counties, according to the 2019 Florida Child Well-Being Index[3]; and

WHEREAS, every year in Escambia County over 5,000+ reports of suspected child abuse are received by the Department of Children and Families. Child abuse comes in many forms – physical abuse, sexual abuse, neglect – and recognizing child abuse is not easy[4]; and

WHEREAS, allegations of child abuse or medical neglect affect one in eight children in Escambia County[5]; and

WHEREAS, as many as 70% of children with developmental delays or disorders are not diagnosed or properly treated before they start school; and

WHEREAS, the higher a person's educational attainment and income, the more likely that person is to have a longer life expectancy; and

WHEREAS, the Board of County Commissioners determines that it is in the best interests of the health, safety and welfare of the public to place a referendum establishing said independent district within Escambia County before the qualified Escambia County voters on the November 3, 2020 general election ballot.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County that the following regulation is hereby adopted.

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(1) The superintendent of schools;
(2) A local school board member;
(3) The district administrator from the appropriate district of the Department of Children and Families, or his or her designee who is a member of the Senior Management Service or of the Selected Exempt Service;
(4) One member of the county governing body;
(5) The judge assigned to juvenile cases who shall sit as a voting member of the board, except that said judge shall not vote or participate in the setting of ad valorem taxes under this section. If there is more than one judge assigned to juvenile cases in a county, the chief judge shall designate one of said juvenile judges to serve on the board; and
(6) The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the county governing body shall submit to the Governor the names of at least three persons for each vacancy occurring among the five members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the county governing body. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the county governing body. If any of the members of the council required to be appointed by the Governor under the provisions of this subsection shall resign, die, or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

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(2) To provide such other services for all children as the council determines are needed for the general welfare of the county.

(3) To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.

(4) To collect information and statistical data and to conduct research which will be helpful to the council and the county in deciding the needs of children in the county.

(5) To consult and coordinate with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.

(6) To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subparagraph shall be construed to authorize a district to issue bonds of any nature, nor shall a district have the power to require the imposition of any bond by the governing body of the county.

(7) To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.

(8) All powers, functions, and duties specified in Section 125.901, Florida Statutes or otherwise permitted by law.

(9) It is the intent of the County that the funds collected pursuant to the provisions of this section shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services.

(10) Members of the council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of Section 112.061, *Florida Statutes* (2019), as amended.

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a. The activities, services, and opportunities that will be provided to children.

b. The anticipated schedule for providing those activities, services, and opportunities.

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d. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.

e. The manner in which the council will seek and provide funding for unmet needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

(3) Provide training and orientation to all new members sufficient to allow them to perform their duties, including operating transparency and Sunshine requirements.

(4) Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

(5) Provide an annual written report, to be presented no later than January 1, to the governing body of the county. The annual report shall contain, but not be limited to, the following information:

a. Information on the effectiveness of activities, services, and programs offered by the Escambia Children's Trust, including cost effectiveness.

b. A detailed anticipated budget for continuation of activities, services, and programs offered by the Escambia Children's Trust, both public and private.

c. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

d. A description of the degree to which the council's objectives and activities are consistent with the goals of this section.

e. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

f. Information on programs, services and activities that should be eliminated; programs, services and activities that should be continued; and programs, services, and activities that should be added to the basic format of the council.

Sec. 90 – 357. Sunshine Law and Public Records

(1) The Council shall operate as required by the Florida Sunshine Law, Chapter 286, *Florida Statutes* (2019), as amended and the Florida Public Records Act, Chapter 119, *Florida Statutes* (2019), as amended.

(2) The Council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

(3) Meetings of the council shall be publicly noticed.

Sec. 90-358. Fiscal Year.

(a) The fiscal year of the District shall be the same as that of the county.

(b) On or before July 1 of each year, the council shall prepare and adopt an annual written budget of the District's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to the governing body of the county as soon as possible following the council's adoption of the final budget and millage rate pursuant to chapter 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of 0.5 mills of taxable valuation of all properties within the county which are subject to ad valorem county taxes.

(c) The budget of the district so certified and delivered to the governing body of the county shall not be subject to change or modification by the governing body of the county or any other authority.

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(2) All tax money collected under this section, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the council by the tax collector of the county, or the clerk of the circuit court if the clerk collects delinquent taxes.

(3) a. All moneys received by the council shall be deposited in qualified public depositories, as defined in s. 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chair of the council and countersigned by either one other member of the council or by a chief executive officer who shall be so authorized by the council.

b. Upon entering the duties of office, the chair and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least $1,000 for each $1 million or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his or her office. The premium on such bond may be paid by the council as part of the expense of the council. No other member of the council shall be required to give bond or other security.

(4) No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed $100. All expenditures from petty cash shall be recorded on the books and records of the council. No funds of the council, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

Sec. 90-360. Reporting.

(1) Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the council on children's services shall cause to be prepared and filed with the governing body of the county a financial report which shall include the following:

a. The total expenditures of the council for the quarter annual period.

b. The total receipts of the council during the quarter annual period.

c. A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.

d. The total administrative costs of the council for the quarter annual period.

Sec. 90 – 361. Referendum.

The authority of the Escambia Children's Trust Special District to levy 0.5 mills to carry out the purposes and intent of this ordinance and to do all things necessary to fund the Children's Trust and the independent district created hereby shall be presented to the County electorate by placing a question on the November 3, 2020 general election ballot. The Supervisor of Elections of Escambia County shall place the following question on the November 3, 2020, general election ballot:

CHILDREN'S TRUST OF ESCAMBIA COUNTY – AUTHORITY TO LEVY ONE-HALF MILL AD VALOREM TAXES

IN ORDER TO PROVIDE ADDITIONAL EARLY CHILDHOOD EDUCATION, SAFETY, DEVELOPMENTAL, PREVENTATIVE, HEALTH, AND WELL-BEING SERVICES, INCLUDING AFTER SCHOOL AND SUMMER ENRICHMENT PROGRAMS, SHOULD AN INDEPENDENT SPECIAL DISTRICT TITLED THE "ESCAMBIA CHILDREN'S TRUST" BE CREATED AND BE AUTHORIZED TO LEVY AN ANNUAL AD VALOREM TAX OF ONE-HALF (1/2) MILL FOR 10 YEARS.

_____ YES
_____ NO

Section 3. Severability.

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

Section 4. Inclusion in Code.

It is the intention of the Escambia County Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Chapter 125, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Liberally Construed.

The Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety or welfare.

Section 6. Repeal of Conflicting Ordinances.

All Escambia County Ordinances and resolutions, or portions thereof, in conflict with this Ordinance are, to the extent of such conflict, repealed.

This Ordinance does not prohibit the County from exercising such power as is provided by general or special law to provide children's services.

Section 7. Effective Date.

A certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment. This ordinance shall become effective only if approved by a "yes" vote of the majority of those voting on the question posed in a November 3, 2020 referendum. If the majority of those voting do not vote "yes" to the question proposed, the District shall not be created and

this ordinance shall be of no force and effect. The effective date of the creation of the special district, if approved by the November 3, 2020 referendum, shall be December 1, 2020.

DONE AND ENACTED this ___ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____

(SEAL)

Approved as to form and legal sufficiency.

ENACTED:

By/Title: Kia M. Johnson, ACA

EFFECTIVE DATE:

Date: 06-17-2020

PENSACOLA News Journal pnj.com

ESCAMBIA CO ATTORNEY - LEGAL A
221 PALAFOX PL STE 430

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

NOTICE OF INTENT TO ADOPT

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

06/20/20

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

Sworn to and Subscribed before me this 20th of June 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires 9.19.21

# of Affidavits 1

Publication Cost: $172.90
Ad No: 0004241678
Customer No: PNJ-26717750

This is not an invoice

VICKY FELTY NOTARY PUBLIC STATE OF WISCONSIN

NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

NOTICE IS HEREBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, July 2, 2020 at 5:37 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; CREATING CHAPTER 90, ARTICLE 10 OF THE CODE OF ORDINANCES, PROVIDING FOR THE CREATION OF A COUNTY-WIDE INDEPENDENT SPECIAL DISTRICT TO INVEST IN METRICS BASED, SUCCESSFUL CHILDREN'S SERVICES PROGRAMS THROUGHOUT ESCAMBIA COUNTY; PROVIDING FOR A GOVERNING BOARD TO BE KNOWN AS THE ESCAMBIA CHILDREN'S TRUST; PROVIDING FOR THE MEMBERSHIP, PROVIDING FOR THE POWERS AND DUTIES OF THE TRUST; PROVIDING FOR THE CONDUCT OF BUSINESS; PROVIDING FINANCIAL REQUIREMENTS, REPORTING REQUIREMENTS, AND BUDGET PROCEDURES; PROVIDING FOR AUTHORIZATION OF THE LEVY OF AD VALOREM TAXES OF ONE-HALF MILL FOR A TERM OF 10 YEARS; PROVIDING FOR A NOVEMBER 3, 2020 REFERENDUM AND A BALLOT QUESTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Any interested party may appear at the public hearing and be heard regarding the proposed ordinance. A draft of the proposed ordinance is available for review at the Ernie Lee Magaha Government Building, Deputy Clerk's Office, 221 Palafox Place, Suite 110.

Please note any person who decides to appeal any decision made with respect to any matter considered at the public hearing will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in the public hearing should contact County Administration (850) 595-4900 at least seven days prior to the date of hearing.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal No. 4241678 June 20, 2020

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BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Legal No. 4241678 June 20, 2020

Pam Childers
Clerk of the Circuit Court and Comptroller, Escambia County
Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-18085 **Clerk & Comptroller's Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/02/2020
Issue: Document for Filing with the Board's Minutes
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

That the Board accept, for filing with the Board's Minutes, the Escambia County Health Facilities Authority Financial Statements, September 30, 2019 and 2018, as provided by Virginia L. Yeagle, Administrator, Escambia County Health Facilities Authority.

Attachments

19 Escambia County Health Facilities Authority Financial Statements FYE 9-30-2019

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019 AND 2018

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019 AND 2018

CONTENTS

	PAGE
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Basic Financial Statements:	
Statements of Financial Position	11
Statements of Revenues, Expenses, and Changes in Net Position	12
Statements of Cash Flows	13
Notes to Financial Statements	14
Other Reports:	
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	24
Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes	26
Management Letter	27

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2019 and 2018, and the related notes to the financial statements, which comprise the Authority's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Board of Directors
Escambia County Health Facilities Authority

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2019 and 2018, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 12, 2020, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
May 12, 2020

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2019 AND 2018
UNAUDITED

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2019.

Historical Information

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975 after being established by resolution of the Escambia County Board of County Commissioners (the "County") under the authority granted by Chapter 154, Part III, Florida Statutes. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. The Authority's operations are overseen by a five-member Board of Directors and by administrative, accounting and legal personnel engaged by the Authority Board. The members of the Board serve four (4) year terms of office and are appointed by the County. The Board members annually designate four of its members to serve in the offices of Chairman, Vice Chairman, Secretary and Assistant Secretary for one year terms coinciding with the Authority's fiscal year of October 1 - September 30.

- The Authority's primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source and has no taxing power. Its operations are funded through revenues generated by its financing activities and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed.

- The Authority issues tax exempt revenue bonds, notes, and leases (collectively "bonds") to finance capital projects for non-profit health care organizations under the provisions of Chapter 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets are pledged to the repayment of the bonds. The health care facilities, on whose behalf bonds are issued (the "Borrowers"), are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The Trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures.

- Since 1975, the Authority has issued more than $805,000,000 in 33 series of revenue bonds, refunding bonds, or tax-exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida.

Historical Information (Continued)

- In 2004 the Authority established a Charitable Grant Program to provide a source of capital project funding to local non-profit organizations whose operations benefit the health and well-being of Escambia County residents ("Qualified Non-Profits"). In order to receive a capital grant, a Qualified Non-Profit must demonstrate that its regular funding sources are insufficient to allow them to acquire or upgrade their equipment or facilities and meet other program guidelines. The grants are not loans and do not require repayment by the recipient. During the period 2004 – 2011 the Authority awarded more than $1,500,000 in grants. In fiscal year 2012, the Authority designated $250,000 from its reserves to fund capital grants over a five-year period commencing October 1, 2013 and ending September 30, 2017. The amount of grant funds available in each of the five fiscal years was $50,000 and any amounts not awarded carried over to the following fiscal year. There were limits on the size of the grants awarded and other program requirements. The capital grant program did not award all of its designated funds by the end date, which resulted in the Authority approving the continuation of the program through fiscal year 2018 and beyond, subject to funds availability. A mini grant program was established during fiscal year 2015 to provide funds to Qualified Non-Profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is $2,500. The mini grant fund was capped at $25,000. Funds remained in the mini grant program as of the end of fiscal year 2019. See Note 7 for additional information on the charitable grant program.

- The 2018 fiscal year brought changes to the Authority's employment of in house administrative and legal staff. In November 2017, the Authority's Executive Director and General Counsel, Ms. Paula Drummond, retired from her employment with the Authority under the Florida Retirement System DROP program. At that time, the Authority determined it was in its best interest to engage independent contractors to provide administrative and legal services going forward. Financial management and oversight services have been continuously provided since 2003 by a certified public accountant ("CPA") engaged as an independent contractor. In December 2018, the Authority engaged Ms. Drummond to provide administrative and legal services pursuant to an independent contractor agreement with her law firm, which was approved by the Florida Department of Management Services. The Authority and Ms. Drummond mutually agreed to a limited term to allow Ms. Drummond to retire not later than December 31, 2018 and to provide the Authority with a transition period to engage and train new administrative and legal service providers to start on January 1, 2019.

- Additional information about the Authority, its history, and operations can be found on its website at **www.echealthfinance.org.**

Operational Highlights

- During the 2018 fiscal year, the Authority Board and its contractors developed a transition plan for the future operation of the Authority to commence following the end of Ms. Drummond's contract on December 31, 2018. The transition plan provided for the engagement of the Authority's long time CPA pursuant to an independent contractor agreement with her accounting firm to provide part time services as the Authority's Administrator and CPA, commencing January 1, 2019. In addition, the Authority entered into an engagement agreement with a qualified local attorney to provide general counsel services to the Authority commencing on January 1, 2019.

- On September 30, 2019, the Authority had $166,398,807 in outstanding bonds. The Authority has received no notice from a Trustee that any Borrower was in default in connection with its obligations to pay debt service payments on its outstanding bonds.

- No new bonds were issued during fiscal year 2019. In March 2017, the Authority redeemed all but $1,345,000 of its outstanding Series 2000A Loan Program bonds. This was made possible when the one outstanding loan under the Loan Program was paid in full by the borrower. From funds remaining in the trust accounts, the Authority was able to defease the remaining $1,345,000 in bonds to their maturity date of July 1, 2020. Upon defeasance of the remaining bonds, the Authority received the balance of funds in the Series 2000A trust accounts in accordance with provisions in the Trust Indenture. See Note 9 for additional information about this transaction.

- The following table lists the Authority's outstanding bond issues, the original issue dates, maturity dates, and current amounts outstanding at the end of the fiscal year:

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on 9-30-2019
$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.) Series 2003 B	07/24/03	11/15/29	$22,525,000
$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program) Series 2000 A (Defeased to maturity)	07/25/00	07/01/20	$1,345,000
$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	$3,451,031
$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	08/23/05	07/05/30	$502,255
$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	01/01/24	$7,105,521
$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.) Series 2010A	02/15/10	08/15/36	$131,470,000

- The Authority's ongoing five fiscal year Charitable Grant Program expired on September 30, 2017 after $94,274 in capital grants and $17,500 in mini grants were awarded. On that date, the designated capital grant fund had a balance of $154,726, and $7,500 remained in the mini grant fund. The Authority took action at its January 23, 2018 board meeting to continue the grant program indefinitely with the same criteria, subject to funds availability. During fiscal years 2019 and 2018, mini grant funds were awarded in the amounts of $2,000 and $4,000, respectively, leaving a balance of $1,500 and $3,500 for mini grants on September 30, 2019 and 2018, respectively. Funds for capital grants were awarded during the fiscal year 2019 in the amount of $9,675, leaving a balance in that grant fund at $145,051 on September 30, 2019.

Operational Highlights (Continued)

- During fiscal year 2016, the Authority received a restricted gift in the amount of $370,904 from a local non-profit organization as part of its dissolution distributions. These funds were restricted for use in providing capital grants to local non-profit organizations whose operations benefit the health and well-being of Escambia County residents. The Authority invited five qualified non-profit organizations to submit proposals for capital projects to be funded with this restricted gift. Three non-profit organizations submitted proposals and projects totaling $315,641 were approved. The grants funded capital projects which significantly improved each organization's ability to provide services to its client group. The Authority recognized expenses totaling $291,749 for these projects in fiscal year 2017, leaving $79,155 in the restricted fund balance as of September 30, 2017, with $54,359 of this amount available for future grants. The final project for which grant funding was approved in fiscal year 2017 in the amount of $20,692 was completed and expensed during fiscal year 2018. One of the original grant recipients from fiscal year 2017 had a financial emergency during fiscal year 2018 and applied to the Authority for funding to repair crucial equipment needed for its operations. The Authority awarded additional funding from the restricted gift to this organization which resulted in a balance remaining in the restricted fund of $50,692 at September 30, 2018. No additional funds were awarded from this fund during the year ended September 30, 2019.

- As more fully described in Note 9, the Authority received substantial funds from the defeasance of its Series 2000A bonds in fiscal year 2017. It has been a long-term goal of the Authority to find a way to assist the residents of Century, located in northern Escambia County, with improved access to health care services. During the 2018 fiscal year, the Authority had discussions with two Pensacola based nonprofit organizations, Lakeview Center and Community Health Northwest Florida ("CHNWF"), both of which provide limited health care related services in Century. From these discussions came a plan to increase the size of the Lakeview Center facility in Century to enable CHNWF to increase its healthcare services to residents of Century. The Authority entered into a Tri-Party Agreement with Lakeview Center and CHNWF to finance on a reimbursement basis the expansion of the Lakeview Center facility in Century (the "Century Project"). The Authority agreed to contribute an amount not exceeding $2 million dollars to Lakeview Center for this project, subject to Lakeview Center paying 10% of the final project costs, and both organizations agreeing that mental health and primary care medical and dental services would be available at the facility for not less than 10 years. Construction on the expansion of the Lakeview Center began during the summer of 2018 and was completed during fiscal year 2019. See Note 10 for additional information.

- Currently, the Authority funds its operations through its annual fees derived from past financings, the earnings on its investments, and from funds held in its operating reserve. The Authority adopted an investment policy in accordance with Florida law, and primarily invests its funds in a managed custodial investment account, and in Florida PRIME, the Local Government Surplus Funds Trust Fund operated by the Florida State Board of Administration. At September 30, 2019, 77% of the Authority's investments were in money market mutual funds and the Florida PRIME, while the remaining 23% were in U.S. Government Obligations, federal agency mortgage-backed securities and corporate bonds held in the managed custodial account.

Operational Highlights (Continued)

- The Authority also wished to use some of the funds from the Series 2000A bond defeasance to improve health care services to residents of the county as a whole. Because the Authority's primary mission is to provide funds for capital projects, the Authority entered into a Memorandum of Agreement ("MOA") with the County to contribute a total of $500,000 to the County over a five (5) year period for appropriation to nonprofit human health service organizations providing services to residents in the County, as authorized under Section 154.209(14), Florida Statutes. Under this statutory provision, there are no restrictions on how the recipient organizations can utilize these funds. The Memorandum of Agreement also guarantees certain annual funding to the Council on Aging of West Florida to assist that organization in obtaining the significant state/federal matching funds it needs to fund ongoing operations. The Authority has paid a total of $200,000 as of September 30, 2019, or two annual installments under this agreement. See Note 10 for additional information.

- At the end of fiscal year 2019, the Authority had net position of $3,821,048, of which $50,692 is the balance of the restricted gift for charitable capital improvement grants. The majority of the remaining funds are designated as reserved for specific purposes. A reserve of $2,000,000 was set aside in a prior year to ensure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). The Operating Reserve balance is $1,919,812 as of September 30, 2019. A reserve fund of $100,000 is maintained for bond issue contingency funding. The ongoing Grant Program reserve is $145,051 for capital grants, and $1,500 for mini grants, for a total of $146,551. A reserve in the amount of $300,000 is the balance due under the MOA with Escambia County; and the remaining fund balance of $1,354,993 is classified as undesignated. The Authority determines the levels of these reserves on an annual basis.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statements of Financial Position present information on all the Authority's assets and liabilities, with the difference between the two reported as net position. The Statements of Revenues, Expenses, and Changes in Financial Position present information showing how the Authority's net position has changed during the most recent fiscal year end. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 14 of this report.

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Position

	2019	2018
Current Assets	$ 5,879,085	$ 5,902,210
Non-Current Assets:		
Capital assets	-	318
Deposits	450	450
	450	768
Total Assets	$ 5,879,535	$ 5,902,978
Current Liabilities	$ 2,007,487	$ 601,290
Net Position:		
Net investment in capital assets	-	318
Restricted	50,692	50,692
Designated	2,466,363	3,980,963
Undesignated	1,354,993	1,269,715
	3,872,048	5,301,688
Total Liabilities and Net Position	$ 5,879,535	$ 5,902,978

Summary of Financial Condition (Continued)

Escambia County Health Facilities Authority's Revenues, Expenses, and Changes in Net Position

	2019	2018
Operating Revenues	$ 48,003	$ 41,263
Operating Expenses	(119,714)	(126,455)
Nonoperating Revenues	156,627	216,791
Nonoperating Expenses	(1,514,556)	(729,538)
Change in Net Position	(1,429,640)	(597,939)
Net Position - Beginning of Year	5,301,688	5,899,627
Net Position - End of Year	$ 3,872,048	$ 5,301,688

At the end of the fiscal year, the Authority had net position of $3,872,048 which is a decrease of $1,429,640 from the prior fiscal year. The total operating expenses for the fiscal year were $119,714. The total nonoperating expenses for the year were $1,514,556, all of which were for charitable grant purposes which are not considered part of regular operation expenses.

The total nonoperating revenues for the year consist of the following line items:

	2019	2018
Release of net pension liability	$ -	$ 119,647
Investment income	156,627	97,144
	$ 156,627	$ 216,791

Summary of Financial Condition (Continued)

Total investment income increased 61% from the prior fiscal year. In 2019 and 2018, interest income from investments exceeded realized and unrealized losses, fees, and other investment costs by $156,627 and $97,144, respectively.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.echealthfinance.org.

Escambia County Health Facilities Authority
Attn: Administrator
P.O. Box 2667
Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2019 AND 2018

ASSETS

	2019	2018
Current Assets:		
Cash and cash equivalents	$ 4,537,232	$ 3,914,576
Investments	1,332,165	1,976,792
Interest receivable	8,757	10,656
Prepaid insurance	931	186
Total current assets	5,879,085	5,902,210
Non-Current Assets:		
Capital assets, net of accumulated depreciation	-	318
Deposits	450	450
Total non-current assets	450	768
Total Assets	$ 5,879,535	$ 5,902,978

LIABILITIES AND NET POSITION

Liabilities:		
Accounts payable	$ 4,560	$ -
Accrued expenses	2,927	4,215
Charitable grants payable	2,000,000	597,075
Total liabilities	2,007,487	601,290
Net Position:		
Net investment in capital assets	-	318
Restricted for charitable capital improvement grants	50,692	50,692
Unrestricted:		
Designated for future operations	1,919,812	1,919,812
Designated for bond issue contingencies	100,000	100,000
Designated for mini grants	1,500	3,500
Designated for charitable grants	145,051	154,726
Designated for Lakeview-Century project	-	1,402,925
Designated for Escambia County MOA	300,000	400,000
Undesignated	1,354,993	1,269,715
Total unrestricted net position	3,821,356	5,250,678
Total net position	3,872,048	5,301,688
Total Liabilities and Net Position	$ 5,879,535	$ 5,902,978

The accompanying notes are an integral part of these financial statements.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED SEPTEMBER 30, 2019 AND 2018

	2019	2018
Operating Revenues:		
Fees -		
Annual bond	$ 40,503	$ 41,263
Bond transaction fees	7,500	-
Total operating revenues	48,003	41,263
Operating Expenses:		
Accounting and auditing	11,875	12,519
Bond issuance	-	722
Contract labor	69,756	55,040
Depreciation	318	377
Dues and subscriptions	1,695	1,675
Office expense	8,656	8,525
Payroll	-	10,158
Payroll taxes	-	832
Pension and benefits	-	4,867
Rent	14,489	16,480
Seminars, training, and travel	12,925	15,260
Total operating expenses	119,714	126,455
Operating Loss	(71,711)	(85,192)
Nonoperating Revenues (Expenses):		
Investment income	156,627	97,144
Grants	(1,514,556)	(729,538)
Release of net pension liability	-	119,647
Total nonoperating expenses, net	(1,357,929)	(512,747)
Change in Net Position	(1,429,640)	(597,939)
Net Position - Beginning of Year	5,301,688	5,899,627
Net Position - End of Year	$ 3,872,048	$ 5,301,688

The accompanying notes are an integral
part of these financial statements.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2019 AND 2018

	2019	2018
Cash Flows Used In Operating Activities:		
Receipts from health facilities and others	$ 48,003	$ 41,263
Payments to vendors	(114,977)	(115,117)
Payments to employees	(1,892)	(24,943)
Net cash used in operating activities	(68,866)	(98,797)
Cash Flows Used In Noncapital Financing Activities:		
Grant payments to other organizations	(111,631)	(211,687)
Net cash used in noncapital financing activities	(111,631)	(211,687)
Cash Flows Provided By (Used In) Investing Activities:		
Purchases of investments	(744,251)	(1,839,955)
Sales and maturities of investments	1,409,956	1,461,877
Receipts from investment income	137,448	97,763
Net cash provided by (used in) investing activities	803,153	(280,315)
Net Increase (Decrease) in Cash and Cash Equivalents	622,656	(590,799)
Cash and Cash Equivalents, Beginning of Year	3,914,576	4,505,375
Cash and Cash Equivalents, End of Year	$ 4,537,232	$ 3,914,576
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:		
Operating loss	$ (71,711)	$ (85,192)
Adjustments to reconcile loss from operations to net cash used in operating activities:		
Depreciation	318	377
Changes in:		
Prepaid insurance	(745)	372
Accounts payable	4,560	-
Accrued expenses	(1,288)	(5,559)
Compensated absences	-	(8,795)
Net cash used in operating activities	$ (68,866)	$ (98,797)

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners (the "County"). The Authority members are appointed by the County, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus.*

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, including investments in the Local Government Surplus Funds Trust Fund Investment Pool. Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Restricted and Unrestricted Resources:

When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits:

At September 30, 2019, the carrying amount of the Authority's deposits was $105,799 and the bank balance was $210,069, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Concentration of Credit Risk:

The Authority's investment policy provides that except for U.S. Treasury securities, U.S. Government Agency securities, the Local Government Surplus Funds Trust Fund ("Florida PRIME"), investments insured by the Federal Deposit Insurance Corporation ("FDIC"), and certain money market funds, no more than 6% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2019, 77% of the Authority's cash and equivalents and investments were in money market mutual funds and the Florida PRIME, which are exempt from the concentration risk policy, while the remaining 23% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2019, no assets subject to the concentration risk policy represented 6% or more invested in the securities of any single issuer.

Custodial Credit Risk:

The Authority's investment policy requires securities, with the exception of certificates of deposits, to be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the Authority to be properly designated as an asset of the Authority. The securities must be held in an account separate and apart from the assets of the financial institution. Certificates of deposits are placed in the provider's safekeeping department for the term of the deposit.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Pursuant to the provisions of this statute, the Authority has a comprehensive written investment policy which authorizes investments in the following securities:

(a) Debt Obligations of the U.S. Treasury.
(b) Government Agency Notes and Bonds.
(c) Mortgage Backed Securities - U.S. Government Agencies and Federal Instrumentalities (U.S. Government Sponsored Agencies).
(d) Corporate Bonds (Rated single A or better at time of purchase by at least one nationally recognized statistical rating organization "NRSRO").
(e) Commercial paper (Rated A-1/P-1 or better by at least one NRSRO).
(f) Interest Bearing Time Deposits, Checking and Savings Accounts (from financial institutions qualified under Section 280.02, Florida Statutes, unless exempted therefrom as provided in the Statute).
(g) Bankers Acceptances (Rated A-1/P-1 or better by at least one NRSRO).
(h) Taxable Municipal Bonds (Rated single A or better by at least one NRSRO).
(i) Tax Exempt Municipal Bonds (Rated single A or better by at least one NRSRO).
(j) Money Market Funds (Rated "AAAm" by Standard & Poor's or the equivalent by another rating agency), and other forms of investments which qualify under the following definition: Securities of, or other investments in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
(k) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
(l) Florida PRIME or any governmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes having a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency.
(m) Investments authorized under Section 218.415 (16) and (17), Florida Statutes, as the same may be amended from time to time, which may not be specifically listed.
(n) Other investments or securities which may be specifically approved from time to time by action of the Authority at a public meeting.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

The Authority's investment policy states that a credit a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency is required for its investment in the Florida PRIME. Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2019. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Authority's investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required at the time of purchase for its investments in corporate bonds. Moody's Investor Services assigned rates ranging from the "Aaa" (Standard & Poor's equivalent of "AA+") rating to the "A3" (Standard & Poor's equivalent of "A") rating to the Authority's investments in corporate bonds as of September 30, 2019.

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2019.

Interest Rate Risk:

The Authority's investment policy is structured to ensure appropriate diversification of investments as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investments:

As of September 30, 2019 and 2018, the Authority had the following investments:

Investment	Maturities	2019	2018
Money market mutual funds	Average of less than 60 days	$ 770,606	$ 61,316
Local Government Surplus Funds Trust Fund	Average of 33 days	3,660,827	3,589,665
U.S. Government obligations	Average of .75 years	524,183	676,765
Mortgage-backed securities	Average of 3.53 years	4,526	11,184
Corporate bonds	Average of 0.94 years	803,456	1,288,843
		$ 5,763,598	$ 5,627,773

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments:

The Authority categorizes its fair value measurements within the fair value hierarchy established generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The following table presents assets carried at fair value at September 30, 2019:

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 770,606	$ -	$ -	$ 770,606
U.S. Government obligations	524,183	-	-	524,183
Mortgage-backed securities	-	4,526	-	4,526
Corporate bonds	-	803,456	-	803,456
Total investments	$ 1,294,789	$ 807,982	$ -	$ 2,102,771

The following table presents assets carried at fair value at September 30, 2018:

	Level 1	Level 2	Level 3	Total
Money market mutual funds	$ 61,316	$	$	$ 61,316
U.S. Government obligations	676,765	-		676,765
Mortgage-backed securities		11,184		11,184
Corporate bonds		1,288,843		1,288,843
Total investments	$ 738,081	$ 1,300,027	$ -	$ 2,038,108

Securities classified in Level 1 are valued using the following approaches:

- Money market mutual funds: published fair value per share (unit) for each fund.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Fair Value of Investments (Continued):

Securities classified in Level 2 are valued using the following approaches:

- U.S. Government obligations and mortgage-backed securities: quoted prices for identical securities in markets that are not active;
- Corporate bonds: quoted prices for similar securities in active markets.

The Local Government Surplus Funds Trust Fund is measured at cost and excluded from the fair value hierarchy disclosure.

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Office equipment	$ 20,284	$ -	$ (9,339)	$ 10,945
Less accumulated depreciation	(19,966)	(318)	9,339	(10,945)
	$ 318	$ (318)	$ -	$ -

NOTE 4 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority carries insurance against certain of these risks, and has other protections under Florida law for its public officers and employees for non-intentional tort liability, and financial liability connected with the issuance of its bonds. The Authority carries General Commercial Liability; Commercial Property with wind (hurricane coverage); and a Commercial Crime Policy and additional endorsements for Computer and Funds Transfer Fraud; Forgery and Alteration; and Credit, Debit or Charge Card Forgery. The Authority has implemented financial policies and procedures to establish a system of internal controls to minimize exposure to uninsured risks, including the engagement of a certified public accountant to provide extensive financial management and oversight services on a continuous basis. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2019.

NOTE 5 - CONDUIT DEBT OBLIGATIONS

The Authority is a conduit issuer of tax exempt bonds and lease financing transactions (collectively "revenue bonds") to fund capital projects for qualified private sector non-profit health care organizations (the "conduit debt borrowers"). As a conduit issuer, the Authority has no obligation to repay the revenue bonds from its general revenues. The Authority undertakes its financing activities pursuant to the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes and applicable federal tax and securities regulations. The revenue bonds are limited obligations of the Authority payable only from funds made available by the conduit debt borrowers under the terms of financing documents for each issue.

The Authority has no taxing power and the revenue bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the revenue bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was $166,398,807 and $171,694,360 at September 30, 2019 and 2018, respectively.

NOTE 6 - OPERATING LEASE

The Authority leases office space under an operating lease which expires on September 30, 2021. Rent expense for the facility lease amounted to $14,489 and $16,480 for the years ended September 30, 2019 and 2018, respectively. The minimum future rental payments are approximately $12,000 for the fiscal years ending September 30, 2020 and 2021.

NOTE 7 - CHARITABLE GRANT PROGRAM

The Authority reinstated its Charitable Grant Program during fiscal year 2013 to improve health care related services to residents of Escambia County, Florida. At that time, the Authority designated $250,000 to fund the Charitable Grant Program over five fiscal years (2013 - 2017). Under the program, funds for lower cost capital expenditures were made available to selected Escambia County non-profit organizations meeting certain requirements. The grants were not loans and did not require repayment by the recipient. The amount of grant funds available in each of the five fiscal years is $50,000 and any amounts not awarded carry over to the following fiscal year. There were limits on the size of the grants awarded, the types of project eligible for funding, and other program requirements. A copy of the capital grant program guidelines can be found on the Authority's website. A mini grant program was established during fiscal year 2015 to provide funds to local non-profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is $2,500. The mini grant fund was capped at $25,000 and by September 30, 2019, $23,500 in mini grants have been awarded since program inception.

NOTE 7 - CHARITABLE GRANT PROGRAM (Continued)

In January 2018, the Authority extended both grant programs indefinitely, subject to funds availability. During the years ended September 30, 2019 and 2018, the Authority expensed $2,000 and $4,000, respectively, in funding for mini grants. At September 30, 2019 and 2018, $1,500 and $3,500 was available for funding mini grants, respectively, and $145,051 was available for additional capital grants.

NOTE 8 - RESTRICTED CONTRIBUTION

During a prior year, the Authority received a contribution of $370,904 from a local non-profit corporation, subject to the Authority agreeing to restrict the funds for use as capital grants to assist local non-profit organizations providing services which improve the health and wellbeing of residents of Escambia County. During the years ended September 30, 2018, the Authority expensed $28,463 in funding for grants from the restricted contribution. The Authority did not expense any portion of the remaining funding during the year ended September 30, 2019. At September 30, 2019 and 2018, $50,692 was available for funding additional capital grants and is presented as restricted net position.

NOTE 9 - NET PROCEEDS FROM BOND DEFEASANCE

During the fiscal year ended September 30, 2017, the Authority received $3,289,397 in net proceeds from the Series 2000A Loan Program bonds, which was recognized as non-operating revenues for the year ended September 30, 2017. The Authority awarded up to $2,000,000 of these proceeds as a capital grant to assist two local non-profit organizations to jointly expand their existing health care facility in Century, Florida, subject to certain conditions. The Authority also agreed to contribute $500,000 of these proceeds over a period of five (5) years to the Escambia County (FL) Board of County Commissioners, subject to certain conditions. See Note 10 for additional details.

NOTE 10 - COMMITMENTS

Escambia County, Florida:

During the year ended September 30, 2018, the Authority entered into a Memorandum of Agreement with the County wherein the Authority agreed to provide the County $500,000 of its surplus funds, payable in five annual installments of $100,000, to be redistributed to qualified nonprofit human health service agencies providing health care related services in Escambia County. The County's receipt of the annual contribution is contingent upon the County appropriating an amount not less than $41,000 per year to the nonprofit organization, Council on Aging of West Florida, Inc., (the "Council") to insure the Council receives its significant state/federal matching fund contributions. The Authority paid its first annual installment of $100,000 to the County in September 2018, and its second annual installment of $100,000 to the County in September 2019. This amount is included in grant expenses on the statement of revenues, expenses, and changes in net position. As of September 30, 2019, the Authority's remaining commitment to the County totals $300,000.

NOTE 10 - COMMITMENTS (Continued)

Lakeview Center:

Also during the year ended September 30, 2018, the Authority approved a grant in an amount not to exceed $2,000,000 to the Lakeview Center, Inc. for the expansion of its healthcare facility located in Century, Florida, a small community in northern Escambia County. The expansion will double the size of the existing building, creating separate areas within the facility for Lakeview Center to operate its mental health programs, and for Escambia Community Clinic, Inc., d/b/a Community Health Northwest Florida ("CHNWF") to provide primary medical care and dental services. This grant is subject to (1) a contribution of 10% of the project cost to be funded by or on behalf of the Lakeview Center and (2) a contractual commitment by both the Lakeview Center and CHNWF to provide their respective health care services at the renovated facility for a period of not less than 10 years. The grant is on a reimbursement basis, with the full amount of the grant payable at project completion. During the years September 30, 2019 and 2018, grant expenses totaling $1,402,925 and $597,075, respectively, were incurred by Lakeview Center, and were accrued in the statement of financial position as a charitable grant payable. As of September 30, 2019, the project has been completed and the total reimbursement for the cost of the project, less Lakeview Center's 10% contribution, has been accrued in the amount of $2,000,000.

NOTE 11 - SUBSEQUENT EVENTS

Bond Issuance:

On February 12, 2020, the Authority issued $542,660,000 Health Care Facilities Revenue Bonds, Series 2020A, and $67,645,000 Health Care Facilities Taxable Revenue Bonds, Series 2020B (collectively the "Series 2020 Bonds") for Baptist Health Care Corporation ("BHCC"), which is the obligated Group. The Series 2020 Bonds were issued to provide financing for the benefit of Baptist Health Care Corporation and certain affiliated entities (together known as the borrowers). Proceeds of the Series 2020 Bonds will be used by the borrowers to 1) pay or reimburse BHCC for the costs of acquiring, constructing, expanding, renovating, rehabilitating and equipping certain healthcare facilities; (2) refinance certain debt of the borrowers; (3) pay a portion of the interest on the Series 2020 Bonds; (4) pay the premium for an insurance policy or policies insuring payment, when due, of amounts due on the insured bonds; and (5) pay certain expenses incurred in connection with the issuance of the Series 2020 Bonds.

Each series of the Series 2020 Bonds are being issued pursuant to a separate Bond Trust Indenture, dated February 1, 2020, between the Authority and Regions Bank, as Bond Trustee.

The Series 2020 Bonds are limited obligations of the Authority, payable solely from payments received by the Bond Trustee from BHCC. The Series 2020 bonds do not constitute an indebtedness, liability or obligation, or a pledge of the faith, credit, or taxing power of the State of Florida, Escambia County or any other political subdivision of the State of Florida within the meaning of any charter, constitutional or statutory provisions of limitations.

NOTE 11 - SUBSEQUENT EVENTS (Continued)

Bond Issuance (Continued):

For more information concerning the Series 2020A and 2020B bonds, please see the Official Statement. The Authority received fees of $615,305 for issuing these bonds.

A portion of the proceeds of the Series 2020 Bonds were used to refund the outstanding Authority Health Care Facilities Revenue Bond Series 2009A (Baptist Hospital, Inc. Project). The amount outstanding for the Series 2009 at September 30, 2019 was $5,865,200.

COVID-19 Pandemic:

Subsequent to September 30, 2019, Coronavirus Disease 2019 (“COVID-19”) became a pandemic. As a result, economic uncertainties have arisen that may affect the Authority’s operations. The impact of those uncertainties on the accompanying financial statements cannot be estimated.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated May 12, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Escambia County Health Facilities Authority

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
May 12, 2020

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

We have examined the Escambia County Health Facilities Authority's (the "Authority's") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2019. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of the Authority and the Auditor General, State of Florida, and is not intended and should not be used by anyone other than these specified parties.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
May 12, 2020

MANAGEMENT LETTER

Board of Directors
Escambia County Health Facilities Authority
Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated May 12, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards,* and our Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards,* AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 12, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings or recommendations were made in the preceding annual financial audit report.

Board of Directors
Escambia County Health Facilities Authority

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Directors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Saltmarsh Cleaveland & Gund

Pensacola, Florida
May 12, 2020

AI-18140 **Clerk & Comptroller's Report 13. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 07/02/2020
Issue: Minutes and Reports
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held June 16, 2020;

B. Accept, for filing with the Board's Minutes, the Report of the Gary Sansing Public Forum held June 18, 2020; and

C. Approve the Minutes of the Regular Board Meeting held June 18, 2020.

Attachments

20200616 CW Report
20200618 Gary Sansing Public Forum Report
20200618 Regular BCC Meeting Minutes

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

JUNE 16, 2020

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

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on June 13, 2020, in the Board's weekly meeting schedule.

3. Pledge of Allegiance to the Flag

   Commissioner Barry led the Pledge of Allegiance to the Flag and the Board held a brief Commissioners' Forum.

AGENDA ITEMS – Continued

4. Escambia Children's Trust

A. Board Discussion – The C/W viewed and discussed a PowerPoint presentation regarding the proposed Escambia Children's Trust, which was also provided in hard copy, presented by Dr. Kim Krupa, Executive Director of Achieve Escambia, and the C/W:

(1) Heard comments from Walker Wilson, president of OnBikes Pensacola, regarding the importance of programs that support children in the community and requesting the Board approve putting the Escambia Children's Trust on the ballot for voters in November;

(2) Was advised by Dr. Krupa that:

- She is asking for Board approval to put before voters a special district dedicated to children's services
- Statute 125.901 Mandates that the Children's Services Council (CSC) be comprised of ten local members, with five being appointed by the Governor and five consisting of a BCC member, a School Board member, the Superintendent of Schools, a Juvenile Judge, and a DCF District Administrator
- The CSC requirements would include quarterly financial reports, annual programmatic reports, and would be subject to all Sunshine Laws
- Currently there are several counties with CSCs in Florida and comparatively, Escambia County has a higher percentage of students who failed middle school, a higher percent change in juvenile arrest rates, and a higher percentage of hospitalizations for self-inflicted injuries ages 12-18, than counties with CSCs and the State of Florida in general
- Florida Tax Watch states that CSCs are "an incredibly good value to taxpayers" and are saving up to $20 for every dollar invested in prevention programs
- To implement the CSC, voters would have to approve the creation of the Trust which would levy a .5 mill ad valorem tax with a projected net of $7.8 million, costing the average homeowner $40 per year
- There is intense regulation and oversight of the Trust and the three initial target investments are Kindergarten Readiness, Out-of-School Development, and Stronger Families

(Continued on Page 3)

AGENDA ITEMS – Continued

4. Continued…

A. Continued…

(3) Heard comments of support for the Escambia Children's Trust from the following individuals:

- Pastor Lonnie Wesley III, Greater Little Rock Baptist Church
- Jennifer Grove, Baptist Hospital
- Keith Hoskins, Navy Federal Credit Union
- Robin Reshard, Robert Robino Productions
- Chief Deputy Chip Simmons

(4) Heard the request from Dr. Krupa to approve putting the Escambia Children's Trust on the ballot and the commitment that her team will ensure that residents will head to the polls informed;

(5) Heard comments from Commissioner Bergosh in support of placing the item on the ballot and his opinion that there is plenty of time for citizens to do research and come to the polls informed;

(6) Was advised by County Attorney Rogers of the procedural aspects of getting the item on the ballot;

(7) Heard comments from Commissioner Bender regarding his support of letting the voters decide, his support of leveraging funds with grants, as well as a request to see more data from counties who have implemented this initiative;

(8) In response to inquiry from Commissioner Bender and Commissioner May, was advised by Dr. Krupa that approximately .70 of every dollar can be matched;

(9) Was advised by Commissioner Underhill that he will be voting against the initiative because it increases the layers of government funded by the taxpayers, and areas of responsibility such as roads, bridges, and Public Safety are already underfunded; was also advised that he feels initiatives such as the one recommended have had a poor track record of success;

(Continued on Page 4)

AGENDA ITEMS – Continued

4. Continued…

A. Continued…

(10) Heard comments from Commissioner May regarding the importance of putting funds into human capital and that the family component is critical; also heard his request to see how smaller programs and even County programs could be eligible for funding, and heard his hope that the diversity reflected in the promotion of the program will be reflected in the funding of the program;

(11) Was advised by Dr. Krupa that 90% of funds will go to programming and that the initial funding will require that organizations be high capacity with a record of stability, but that the CSC will need to be agile to accommodate smaller organizations and innovation;

(12) Heard comments from Commissioner Underhill regarding his concern that the pool of money will only be accessible to a small group of people and his inquiry as to how to avoid that mistake as often some small organizations are more successful;

(13) Was advised by Dr. Krupa that in the past few years there has been more of an effort made to have a tiered system to the funding structure and that the CSC is not intended to supplant existing organizations but to go above and beyond to fill resource gaps and also scale existing resources; and

(14) Discussed the importance of the mental health aspect of addressing the needs of children; and

B. Board Direction – None.

AGENDA ITEMS – Continued

5. COVID-19 Impacts to 2021 Budget

A. Board Discussion – The C/W heard an update on the Budget from County Administrator Gilley, a hard copy of which was provided in the backup, and the C/W:

(1) Was provided with the following information from County Administrator Gilley:

- There is lag time for predicting total impact for various purchases and collections, as outlined in the backup
- There are declines in Toll Collections, the Bay Center, and the Tourist Development Tax, among other areas in the County such as Emergency Medical Services, Parks and Animal Services, and Mass Transit
- Budgetary aspects are being closely monitored in areas such as revenues and expenditures, travel, hiring, purchasing, and grants reimbursement
- The budget preparation and presentation will change this year and include encumbrances, which may be a multi-year process to fully implement

(2) Heard a summary of the CARES Act Funding (of which the Escambia County allocation is $14,321,324, with 25% to be provided initially), which will reimburse expenses that are considered necessary expenditures incurred due to COVID-19, are not accounted for in the budget, and are incurred during the period of March 1, 2020, through December 30, 2020;

(3) Discussed further restrictions on the CARES Act funding and the types of expenditures that could potentially qualify and those that are ineligible; was advised by County Administrator Gilley that staff plans to discuss the funding further with counties that have already have the funds disbursed to get more information to bring to the Board;

(4) Upon inquiry from Commissioner Barry, was advised by County Administrator Gilley that expenses related to COVID-19 have been segregated since March;

(5) Discussed Escambia County tasks and programs that could potentially be eligible for reimbursement, the possible benefit to receiving funds later in that staff can see how other counties successfully used the funding, and concern over whether Escambia County was treated unfairly with the CARES Act funding; and

(6) Requested that County Administrator Gilley ask Dr. John Lanza, Florida Department of Health, and Eric Gilmore, Emergency Manager, attend the June 18th Board meeting to provide an update on COVID-19; and

B. Board Direction – None.

AGENDA ITEMS – Continued

6. Adjourn

Chairman Barry declared the C/W Workshop adjourned at 10:52 a.m.

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

JUNE 18, 2020

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

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

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 8:30 a.m.

2. Speakers

   The Board heard comments from the following individuals:

Michael Lowery	Keyshawn Rodgers	Mariah Villalobos
Janelle Conway	Jonathan Green	Larry Downs, Jr.

3. Adjournment

   Chairman Barry declared the Gary Sansing Public Forum adjourned at 9:01 a.m.

FOR INFORMATION: Tonya Ellis, Mass Transit Director, updated the Board regarding an employee at ECAT who tested positive for COVID-19, and the Board discussed measures being taken to prevent the spread amongst employees and passengers.

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

JUNE 18, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

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

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 9:02 a.m.

2. Invocation

   Commissioner Underhill delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Bender led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 2 – Commissioner Underhill provided comments;

   B. District 3 – Commissioner May provided comments;

   C. District 1 – Commissioner Bergosh provided comments;

   D. District 4 – Commissioner Bender provided comments;

   E. District 5 – Commissioner Barry provided comments; and

   F. Administrator Gilley also provided comments and Dr. John Lanza, Director, Escambia County Health Department, provided an update on COVID-19 in Escambia County.

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

   A. The following three Public Hearings on the agenda:

      (1) The 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on June 12, 2020, for consideration of the Fiscal Year 2020 Proposed Grant Application for CARES Act Funding of Mass Transit;

      (2) The 9:02 a.m. Public Hearing, advertised in the *Pensacola News Journal* on June 5, 2020, for consideration of adopting an Ordinance creating the Ashland Heights Phase Two Street Lighting MSBU; and

      (3) The 9:01 a.m. Public Hearing, advertised in the *Pensacola News Journal* on June 3, 2020, for consideration of an Ordinance amending the Future Land Use Map - LSA-2020-01; and

(Continued on Page 3)

REGULAR BCC AGENDA – Continued

6. Continued…

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule June 15 – June 19, 2020,* as published in the *Pensacola News Journal* on June 13, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

7. Recommendation: That the Board, at the 9:01 a.m. Public Hearing, take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 CARES Act Funds, for operating and capital expenses:

   A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department for $10,137,924, for CARES Act Operating and Capital assistance;

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

   C. Adopt the Resolution [R2020-73] authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and

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

Motion: Move the 9:01 A, B, C and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Michael Lowery

8. Recommendation: That the Board, at the 9:02 a.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-17] creating the Ashland Heights Phase Two Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

8. Continued…

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

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

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

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

Motion: Move the 9:02 A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

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

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the April 2020 returns received in May 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the eighth month of collections for the fiscal year 2020. Total collected for the month of April 2020 Returns was $321,968.36. This is a 68.58% decrease from April 2019 Returns. Total collections year to date are 20.28% less than the comparable time frame in Fiscal Year 2019.

Motion: Move the Clerk's Report as presented
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

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

   A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held June 4, 2020; and

   B. Approve the Minutes of the Regular BCC Meeting held June 4, 2020.

Motion: Move the Clerk's Report as presented
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

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

I. PUBLIC HEARINGS

1. Recommendation: That the Board of County Commissioners (BCC), at the 9:01 a.m. Public Hearing, review and approve an Ordinance [Number 2020-18] amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use map, changing the Future Land Use category of a parcel, which is located within Section 05, Township 3S, Range 31W, and which is identified as Parcel ID Number 05-3S-31-1500-000-000, totaling 26.76 (+/-) acres, located on Blue Angel Parkway, from Commercial (C) to Mixed-Use Urban (MU-U).

   This hearing serves as the second of two public hearings.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried 4-0, with Commissioner Barry abstaining and filing Form 8B, Memorandum of Voting Conflict for Count, Municipal, and Other Local Public Officers.
Speaker(s): Kerry Anne Schultz

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board approve and authorize the scheduling of a Public Hearing on July 16, 2020, at 9:01 a.m., to consider adoption of an Ordinance to Establish a Motorboat Exclusion Zone Surrounding the Innerarity Point Park Swimming Area and Paddlecraft Launch Area.

Motion: Move the item in the affirmative **For information:** Commissioner Underhill asked staff to revisit the exclusion area and consider a further 20 feet off of the dock as a further discouragement from boaters using the pedestrian dock as a tie-up, even a temporary one.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board approve and authorize the scheduling of a Public Hearing on July 16, 2020, at 9:02 a.m., to consider adoption of an Ordinance to Establish a "Slow Speed - Minimum Wake" Zone in a Certain Eastern Portion of Bayou Garcon and its Eastern Tributary Creek.

Motion: Move the balance **For information:** The “balance” refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

3. Recommendation: That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:34 p.m., to consider adoption of an ordinance creating the Beulah Garden Estates Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance **For information:** The “balance” refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:35 p.m., to consider adoption of an ordinance creating the Brylington Manor Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Recommendation: That the Board authorize the scheduling of a public hearing on July 2, 2020, at 5:36 p.m., to consider adoption of an ordinance creating the Ashland Heights Phase One Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

6. Recommendation: That the Board approve and authorize the Chairman to sign the CareerSource Escarosa's (formerly Workforce Escarosa, Inc.), Budget and Individual Training Accounts (ITA) Fiscal Year 2020-2021 request to support a waiver to allow 30% (vs. 50%) of the Title I fund for Adults and Dislocated Workers to be allocated for ITA and to allow CareerSource to meet fixed cost requirements, staffing levels, and increased demand for core and intensive services.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board approve and authorize the Chairman to sign the Amendment to the Memorandum of Understanding (MOU) between CareerSource Escarosa (formerly Workforce Escarosa, Inc.) and the Escambia County School District. The Amendment enables the School District to pay the allocated infrastructure costs to CareerSource Escarosa, per the new Workforce Innovation and Opportunity Act (WIOA) legislation. This Amendment updates the infrastructure costs for the 2020-2021 school year.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

8. Recommendation: That the Board confirm and approve CareerSource Escarosa to continue to serve as this region's One-Stop Operator. Workforce Innovation Opportunity Act (WIOA) requires competitive procurement of One-Stop Operators to coordinate service delivery of One-Stop partners and providers at a career center, with One-Stop Operators to be in place by July 1, 2020. A Local Workforce Development Board (in this case, CareerSource Escarosa) may be selected as a One-Stop Operator through sole source procurement upon agreement of the local chief elected official (Board of County Commissioners through its Chairman) and the state oversight entity (CareerSource Florida).

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the Chairman to sign the Grantee-Subgrantee Agreement between CareerSource Escarosa (formerly known as Workforce Escarosa, Inc.) Local Workforce Development Board and Florida Department of Economic Opportunity (DEO). This Agreement is required to carry out the duties and responsibilities assigned by the Governor under each federal Grant assigned to DEO. This Agreement is to enhance accountability, transparency, and oversight of Florida's Workforce Development System.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

10. Recommendation: That the Board take the following action concerning the Escambia County Behavioral Health Transportation Plan:

    A. Adopt the revised Escambia County Behavioral Health Transportation Plan (BHTP);

    B. Adopt the Attestation; and

    C. Authorize the Public Safety Department staff to transmit the adopted Plan to the State of Florida for acceptance.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

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

    A. Approve the Cooperative Agreement with the Escambia County School Board; and

    B. Authorize the Chairman to sign the Agreement.

Motion: Move the balance **For information:** The "balance" refers to Technical/Public Service Consent Agenda Items 2 through 11.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board adopt the Resolution [R2020-74] approving Supplemental Budget Amendment #146, Bay Center (409), in the amount of $213,190, to recognize additional revenues to increase the current Purchase Order to pay incentive fee approved by the Board on June 4, 2020. The incentive fee is an addition to the fixed fee per the Contract approved by the Board on February 16, 2012. The funding source for Bay Center operations is One-Three Cent Tourist Development Tax and will be funded with TDT reserves.

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning the surplus and sale of County-owned real property located at 514 South Edgewood Circle:

    A. Upon written request by the County Administrator, authorize the County Attorney's Office to take such action necessary to evict occupants of the County-owned property;

(Continued on Page 11)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Continued…

B. Declare surplus the Board's real property at 514 South Edgewood Circle, located in District 2, Account #: 07-3205-000, Reference #: 36-2S-30-1000-000-008; Property Appraiser's current assessed value: $12,350;

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

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

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

A. Approve the Agreement between First Judicial Circuit Court Administration and the Escambia County Board of County Commissioners for the housing of adult post-adjudicatory drug court participants at the Community Corrections Work Release Facility; and

B. Authorize the Chairman to execute the Agreement.

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

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida:

   A. Approve the Agreement for the Funding of Court Personnel Between the First Judicial Circuit of Florida and Escambia County, Florida; and

   B. Authorize Chairman to sign the Agreement and any amendments, requests for payment, or other related documents as may be required.

   [The County agrees to provide funding for the existing Veterans Court Coordinator position through Court Innovation Article V, Local Option portion of the $65 Court Fee according to Florida Statute 939.185(1)(a); whereas the Court agrees to reimburse the County for salary and benefits not to exceed the amounts as outlined in Exhibit "A" of the Agreement.]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

5. Recommendation: That the Board approve the street name “Sandy Pine Trail” for a private road running south off of the 6600 block of Arthur Brown Road and 2100’ east of Brushy Creek Lane. One hundred percent of the property owners signed the petition. This street is in Commission District 5.

   [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board approve the street name “Myslak Way” for a private road running south off the 3800 block of W Nine Mile Road, approximately 3000 feet west of Interstate 10. One hundred percent of the property owners signed the petition. This street is in Commission District 1.

   [Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 55201]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

7. Recommendation: That the Board approve and authorize the Chairman to sign the Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Beach Haven Northeast Drainage and Sanitary Sewer Project, Phase 2.

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

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

Vendor/Contractor	Amount	Contract Number
GameTime Vendor Number: 070316 Purchase of additional playground components for Beulah Regional Park Improvements Fund: 353 (Local Option Sales Tax IV) Cost Center: 110102 (Lost IV Discretionary) $200,000 Fund: 353 (Local Option Sales Tax IV Cost Center: 350221 (Park Capital Projects) $34,177.82	$234,177.82	U.S. Communities Contract No. 2017001134

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Corrections Department of Escambia County, Florida, to Dell Marketing LP, in the sum of $185,000, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

(Continued on Page 15)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 290401/55201	$185,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The Corrections Department will use this Blanket Order to replace approximately 225 outdated PC devices and 60 monitors. All orders will be placed by IT using the standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	$ 681.73
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	$ 919.99
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	$1,420.31
Dell 3390 13” 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	$ 905.22
Dell 5500 15” Laptop	I5, 8GB Ram, SSD, 3yr Basic	$ 958.23
Dell Tablet Dock	WD 19 90	$ 169.99
Dell 22” Monitor		$ 149.99
Dell 27” Monitor		$ 207.89

[Funding: Fund 001, General Fund, Cost Center 290401, Object Code 55201]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board ratify the County Administrator's signature concerning Purchase Order to David H. Griffin, LLC, concerning State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Project at 1506 Blossom Trail for $29,450 (original bid price of $22,000, plus Change Order of $7450).

    [Funding: Fund 120/2018 SHIP, Cost Center 370205]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

11. Recommendation: That the Board approve and authorize the County Administrator to execute and ratify the following Change Order #1 to Henry Schein, Inc., adding funds for the purchase of medical supplies and pharmaceutical supplies to be utilized by EMS:

Department:	Public Safety
Division:	EMS
Type:	Addition
Amount:	$75,000
Vendor:	Henry Schein, Inc.
Project Name:	N/A
Contract:	42000000-18-ACS; MMS 18016
Purchase Order #:	200412 (BCC Approved 10/3/19)
Change Order #:	1
Original Award Amount:	$215,000
Change Order #1 as requested:	$75,000
Total:	$290,000

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued…

Due to COVID-19 and the supply and demand of medical supplies and pharmaceuticals, the prices of our supplies increased and the need of certain supplies increased drastically.

[Funding Source: Fund 408, Emergency Medical Services, Cost Center 330302, EMS and Fund 001, General Funds, Cost Center 330305, CARES Act]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

12. Recommendation: That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail East:

A. Approve the reallocation of project savings from the Perdido Key Pedestrian Crossings Project to fund the final engineering design phase of the east segment of Perdido Key Multi-Use Trail, in the amount of $47,338.98; and

B. Approve the issuance of a Purchase Order to L&W Engineering, Inc. d/b/a Inovia Consulting Group, on Contract PD 02-03.79, Professional Services, in the amount of $47,338.98, to complete the 100% (Final) Engineering Design Scope.

Vendor/Contractor	Funding	Amount	Contract Number
L&W Engineering, Inc. d/b/a Inovia Consulting Group	Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds	$47,338.98	PD 02-03.79

This project is located in Commission District 2.

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order to Roads, Inc. of NWF, on Contract PD 19-20.042, Muscogee Road Resurfacing (Jack's Branch to Nowak) Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$494,098.42
Vendor:	Roads, Inc. of NWF
Project Name:	Muscogee Road Resurfacing (Jack's Branch to Nowak)
Contract:	PD 19-20.042
PO#:	201443
CO#:	1
Original Contract Amount:	$458,689.97
Cumulative Amount of Change Orders Through this CO:	$494,098.42
New Contract Amount:	$952,788.39
Funding:	Local Option Sales Tax (LOST) III Fund 352, Cost Center 210107, Object Code 56301, Project 09EN0115

This project is located in Commission District 5.

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve and authorize the Chairman to sign the State of Florida, Agreement for Modification Number 2, Bureau of Leasing, Department of Management Services Form 4040, for the extension of the Lease with the Department of Juvenile Justice, for the lease of 30,355 square feet located at the Theodore Bruno Juvenile Justice Center, 1800 St. Mary Street, Pensacola, Florida, from July 1, 2020 to June 30, 2030.

    [Funding: Rent from this Lease will be deposited into the General Fund (001). Rent for the first year will be $433,100.01.]

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

15. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Roads, Inc. of NWF, per the terms and conditions of PD 19-20.055, Ashcraft Road Dirt Road Paving, in the amount of $848,214.28.

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, Cost Center 210106; Object Code 56301, Project Number 18EN0275	$848,214.28	PD 19-20.055

This project is located in Commission District 5.

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Hernandez Calhoun Design International, P.A., per the terms and conditions of PD 19-20.043, Tax Collector "W" Street Modifications in the amount of $290,660 (basic and additional services $281,260 plus allowances $9,400).

Vendor/Contractor	Funding	Amount	Contract Number
Hernandez Calhoun Design International, P.A.	Fund 353 LOST IV, Cost Center 110267, Object Code 56201, Project # 19PF0889	$290,660	PD 19-20.043

Hernandez Calhoun Design International, P.A., is a certified Local Woman Owned Small Business.

The current facility, which has been in use for over 20 years, no longer meets the service needs of the citizens and motorists of Escambia County. Since the building was first leased, the tax collector duties have increased to include these additional transactions: driver's license issuance, written exams, driving exams, fingerprinting of CDL and DHSMV new hires, and issuance of Florida concealed weapon permits and Florida birth certificates. On typical days, the drive-through staff will process several hundred property and tangible tax payments, registration renewals, parking placards, etc. The current operation at 6451 North "W" Street is split into two lobbies, making it extremely difficult for staff to locate and serve customers. The two public restrooms are single stall and inadequate for the 500 – 1,000 lobby customers per day. The staff restrooms, breakroom, and training rooms were designed for a much smaller workforce are now inadequate.

Drive-through traffic circles the building, backs up into the front parking area, and hinders traffic-flow, often backing traffic into North "W" Street. In addition, the drive-through makes it nearly impossible for driving test applicants to navigate through the required maneuvers before the roadway portion of the exam. There is insufficient customer parking.

The overall goals are to reduce operational costs and provide quality service to the community while providing both citizens and employees with a safe, comfortable environment. Design and build out will provide an opportunity to maximize space to accommodate the tax collector’s needs for the foreseeable future. The Board approved the purchase of this property and building located at 6400 North "W" Street on November 18, 2019.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

Requests for Letters of Interest, PD 19-20.043, Tax Collector "W" Street Modifications, were publicly noticed on March 25, 2020, to 198 known firms. Responses were received from four firms on April 14, 2020. The Selection/Negotiation Committee short-listed to the following firms on April 22, 2020:

- Goodwyn, Mills and Cawood, Inc.;
- Hernandez Calhoun Design International, P.A.;
- Sam Marshall Architects; and
- TOWNES + architects, P.A.

The Selection/Negotiation Committee ranked in the following order on April 29, 2020:

1. Hernandez Calhoun Design International, P.A.
2. Goodwyn, Mills and Cawood, Inc.
3. Sam Marshall Architects
4. TOWNES + architects, P.A.

Hernandez Calhoun Design International, P.A.., provided their initial fee proposal on May 20, 2020. The first negotiation meeting was held on May 22, 2020. The second negotiation meeting was held on May 29, 2020. Final and Best Offers were established on May 29, 2020, establishing the fee of $290,660.

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

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

A. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for One (1) New 2021 Western Star 4900FA Tractor, Detroit DD15 14.8L Allison 4500 RDS Transmission with PTO, or Approved Equivalent, to Empire Truck Sales, in the amount of $141,309; and

B. Authorize the use of the Sourcewell (NJPA) Cooperative Purchasing Agreement Contract Number 081716-NAF, as bid by Empire Truck Sales.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Continued…

Vendor	Funding	Amount	Contract Number
Empire Truck Sales	Fund 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station Object Code 56401, Machinery & Equipment	$141,309	081716-NAF

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

18. Recommendation: That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and HDR Engineering, Inc., per the terms and conditions of PD 19-20.013, Hollice T. Williams Stormwater Park, in the amount of $1,423,457.37.

Vendor/Contractor	Funding	Amount	Contract Number
HDR Engineering, Inc.	Fund Name Gulf Coast Restoration-Fund # 118 Cost Center: 222021 Object Code: 53101 Project #: RDC80054	$1,423,457.37	PD 19-20.013

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board approve the annual allocation for Contract Agreement PD 14-15.030, for the Bob Sikes Bridge Toll System Time and Materials Maintenance Contract, through September 30, 2021, to Transcore, LP, as indicated below:

Time Period	Year	Months	Monthly Cost	Total Cost	10% Time/Materials	Grand Total
ending 07/07/2021	5	12	$15,826.83	$189,921.94	$18,992.19	$208,914.13
ending 09/30/2021	6	3	$16,380.77	$49,142.31	$4,914.23	$54,056.54
Total				$239,064.25	$23,906.42	$262,970.67

Vendor	Funding	Amount	Contract Number
Transcore, LP Vendor #420423	Fund 167, Bob Sikes Toll Facility Cost Center 140301, Object Code 54601	$262,970.67	PD 14-15.030, Bob Sikes Toll System

Motion: Move the Budget Finance Consent Agenda in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board authorize the scheduling of a Public Hearing on Thursday, July 2, 2020, at 5:37 p.m. to consider an Ordinance creating Chapter 90, Article 10, providing for the creation of a countywide independent special district and a governing board to be known as the Escambia Children's Trust in the Escambia County Code of Ordinances.

Motion: Move all three [County Attorney's Report Action] items in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board authorize the County Attorney's Office to bring a lawsuit against CEJ South, Inc. d/b/a Family-Funeral and Cremation to collect all unpaid user fees for cremation authorizations by the Medical Examiner since October 1, 2018.

Motion: Move all three [County Attorney's Report Action] items in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

3. Recommendation: That the Board take the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-72; and

B. Extension of Escambia County State of Local Emergency [R2020-75].

Motion: Move all three [County Attorney's Report Action] items in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

II. FOR INFORMATION

1. Recommendation: That the Board accept for information the election of County Attorney Alison Rogers as President for the Florida Association of County Attorneys (FACA) for a term beginning June 11, 2020 and ending June 2021.

Disposition: No Action Taken

III. FOR DISCUSSION

1. Recommendation: At the request of Commissioner Lumon May, that the Board discuss and provide direction on the future use of the Covenant for the Community.

Motion: Motion that the Covenant for the Community be included as part of the County's purchasing and procurement policies to be used in every procurement where eligible.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

COUNTY ATTORNEY'S REPORT – Continued

III. FOR ACTION – Continued

2. Recommendation: That the Board discuss and provide direction on whether the remaining $62,059.00 budgeted funds for HRC [Human Relations Commission] can be provided in one lump sum and whether to allow uses of the funds to include but not be limited to general office expenses, supplies, insurance, and general startup expenses.

Motion: To support the item exactly as it is **For information:** Commissioner May clarified that he requested Board Action to fund the HRC exactly as the item is written.
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried 4-0, with Commissioner Underhill temporarily out of Board Chambers

3. Recommendation: At the request of Commissioner Jeff Bergosh, that the Board discuss the status of the Innerarity Island Sewer MSBU.

Disposition: No Action Taken **For information:** The Board discussed the logistics of the MSBU and off-setting it with income from the divesting of county-owned lots on Innerarity Island.
Speaker(s): Joe Ward, Terry Powell, Peg Neely, Richard J. Wittig, Noah Mullins, Andrea Wraalstad, Barbara Collier, Sandy Keller, Corina Evans, Wes Sarginson, Willia LaFavor, Steve Stroberger, Bonnie Kershaw, Vann Goodloe, Frank Berko, Rod Powell, Robert Boyd, Larry Downs, Jr., and Stacy Hayden.

ITEMS ADDED TO THE AGENDA – COMMISSIONER ROBERT D. BENDER

1. Recommendation: That the Board take the following action concerning the Revised Request for Subordination of the HOME Investment Partnerships Program (HOME) Mortgage at 3839 Belle Meade Court, Unit A, as requested by Troy Stepherson:

   A. Approve the Revised Request for Subordination of the HOME Mortgage at 3839 Belle Meade Court, Unit A, in the amount of $12,500, as requested by Troy Stepherson, in order to allow the homeowner to refinance his first mortgage to obtain a lower interest rate and monthly mortgage payment; and

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

   [Funding: Not applicable]

Motion: "Funding request for the Ferry Pass Community, Inc. Backpack and School Supplies Program in the amount of $500, and then also recommendation concerning the Revised Request for Subordination of the HOME Investment Partnerships Program Mortgage at 3839 Belle Meade Court, approve A and B."
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board approve Commissioner Robert Bender's request to use $500 from his discretionary funds for the Ferry Pass Community, Inc., Backpack and School Supplies Program for the 2020-2021 School year.

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

Motion: "Funding request for the Ferry Pass Community, Inc. Backpack and School Supplies Program in the amount of $500, and then also recommendation concerning the Revised Request for Subordination of the HOME Investment Partnerships Program Mortgage at 3839 Belle Meade Court, approve A and B."
Made by: Commissioner Bender **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER STEVEN L. BARRY

1. Recommendation: That the Board approve $1,000 for Highland Baptist Church food bank and distribution, to be funded from District V discretionary, and approve a purchase order for this purpose.

Motion: Move that the Board approve $1000 for Highland Baptist Church food bank and distribution from District 5 discretionary
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 11:34 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: July 2, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18134 **Growth Management Report 13. 1.**
BCC Regular Meeting
Meeting Date: 07/02/2020
Issue: Review of Rezoning Cases Heard by the Planning Board on June 1, 2020
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Review of the Rezoning Cases heard by the Planning Board on June 1, 2020

That the Board take the following action concerning the rezoning cases heard by the Planning Board on June 1, 2020:

A. Review and either adopt, modify, or overturn the Planning Board's recommendations for Rezoning Cases Z-2020-03 and Z-2020-04 or remand the cases back to the Planning Board; and
B. Authorize the Chairman to sign the Orders of the Escambia County Board of County Commissioners for the rezoning cases that were reviewed.

1. Case No.:	**Z-2020-03**
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	2
Requested by:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
Planning Board Recommendation:	Approval
Speakers:	Tom Hammond, Robert Michelson, Clair Sowers, Larry Downs, Jr.
2. Case No.:	**Z-2020-04**

Address:	1303 Gulf Beach Highway
Property Reference:	35-2S-31-1000-050-166
Property Size:	0.32 (+/-) acres
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	William Stokes, Esq./Clark Partington, Agent for Joe Baudendistel/Home Page Services, LLC
Planning Board Recommendation:	**Applicant requested that the case be continued, PB approved request for continuance**
Speakers:	Meredith Crawford

BACKGROUND:

The above case was owner initiated and heard at the June 1, 2020, Planning Board Meeting. Under the Land Development Code (LDC) Chapter 2, Article 7, "the Board of County Commissioners, at its scheduled hearing shall adopt, modify, or reject the recommendation of the Planning Board or SRIA or return the rezoning case to the board with instructions for additional facts or clarification. The staff of the recommending board shall inform the board of all formal actions taken by the BCC on the rezoning request.

To further the County's policy of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board recommended order and the LDC Map Amendment for this month's rezoning cases. This report item addresses only the review and upholding of the Planning Board's recommendation. The next report item will address the Public Hearing for the LDC Zoning Map Amendment.

BUDGETARY IMPACT:

This action may increase the ad valorem tax base for Escambia County.

LEGAL CONSIDERATIONS/SIGN-OFF:

The recommended order is the result of deliberations by the Planning Board based the applicants presentation of competent substantial evidence for each of the approval conditions, on staff analysis, public testimony, and knowledge of the Comprehensive Plan and Land Development Code as well as case law and Florida Statutes.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Chairman will need to sign the Orders of the Escambia County Board of County Commissioners either denying or approving the rezoning request.

IMPLEMENTATION/COORDINATION:

The case under review was presented to the Planning Board for collection of evidence. The Planning Board conducts a quasi-judicial public hearing and issues a recommended order to the Board of County Commissioners.

Attachments

Z-2020-03

Z-2020-03

ESCAMBIA COUNTY PLANNING BOARD
QUASI-JUDICIAL HEARING

Case #: Z-2020-03
Applicant: Tom Hammond, Agent for Forrest Homes and Steele Construction, Inc., Owner

Address: 5250 Blue Angel Parkway
Property Size: 7.66 (+/-) acres
From: LDR, Low Density Residential (4 du/acre)

To: MDR, Medium Density Residential (10 du/acre)

A quasi-judicial hearing was held in the above-styled cause before the Escambia County Planning Board on the 1st day of June 2020, commencing at approximately 8:45 a.m., at the Escambia County Central Office Complex, 3363 West Park Place, Room 104, Governmental Center, Pensacola, Florida, reported by David A. Deik, CP, CPE, Professional Reporter.

PLANNING BOARD

BOARD MEMBERS PRESENT:
WAYNE BRISKE, Chairman — District 5
JAY INGWELL — At District 1
TIM PYLE, Vice Chairman — District 2
ERIC FEARS — District 4
GARY SAMMONS — At-Large
WALKER WILSON — District 3
REID RUSHING — At-Large
STEPHEN OPALENIK — Navy Representative
PATTY HIGHTOWER — School Board

PLANNING BOARD STAFF PRESENT:
KIA JOHNSON, ESQUIRE
Assistant County Attorney

HORACE JONES, Director
JUAN LEMOS
ALLYSON LINDSAY
ANDREW HOLMER
KAYLA MEADOR

INDEX

WITNESSES	PAGE
TOM HAMMOND	17
ROBERT MICHELSON	24
CLAIR SOWERS	36
LARRY DOWNS, JR	52
- - -	
PROCEEDINGS	4
CERTIFICATE OF REPORTER	61

P R O C E E D I N G S

THE CHAIRMAN: I will hereby call to order the Planning Board quasi-judicial hearing for June 1, 2020.

At this time, I'd ask you to stand for the Pledge of Allegience.

(Pledge of Allegience recited.)

THE CHAIRMAN: Thank you.

Good morning, everyone. Obviously, just basing -- and the room facility here is set up for Covid-19 spread prevention. We appreciate the staff taking time to get us all set up here.

I would ask everyone at this time to please turn off electronic devices or at least put them on silent so we don't interrupt the meeting.

Staff members, at this time do we have proof of publication of the hearing?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Did that publication meet all of the legal requirements?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Chair will entertain a motion to waive the reading of the legal.

Page 5

MR. FEARS: So moved.
MR. SAMMONS: Second.
THE CHAIRMAN: Motion and a second.
All those in favor, say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
MR. JONES: Mr. Briske, I do want to let the public know . . .
THE CHAIRMAN: Turn your microphone on.
MR. JONES: . . . that if anyone -- if anyone of the public want a mask -- it's not required -- we do have masks available for those who may wish to have one during this. They are available, for the Covid, as well.
THE CHAIRMAN: Okay.
MR. JONES: And the Planning Board members.
THE CHAIRMAN: Okay. Another note is, typically these meetings are live-streamed, as well as recorded.
They're having some network issues today, so the meeting will not be live-streamed. However, it is being recorded, and it will be on

Page 6

the county Web site later today, but it's not being live-streamed as it has been in some instances. Okay.
Let's go to approval of our previous minutes. The rezoning meeting minutes for the previous meeting have been provided to the board members.
Are there additions, deletions, or corrections?
MS. MEADOR: It was just on the regular.
THE CHAIRMAN: On the regular.
MS. MEADOR: Because there wasn't a rezoning.
THE CHAIRMAN: Okay. Hearing none, the Chair will entertain a motion to accept.
MR. SAMMONS: So moved.
THE CHAIRMAN: Motion.
Do we have a second?
MR. FEARS: Second.
THE CHAIRMAN: Second.
All those in favor say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.

Page 7

The rezoning hearing package and the findings of facts have previously been provided to all Planning Board members.
The Chair will now entertain a motion to accept the rezoning hearing package with the findings of facts and the legal advertisements into evidence.
Do we have a motion?
MR. FEARS: So moved.
THE CHAIRMAN: Motion.
Second?
MR. SAMMONS: Second.
THE CHAIRMAN: Second.
All those in favor, say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries.
Please note the rezoning hearing package with the findings of facts and the legal advertisements will be marked and included on the record for all of today's cases.
At this time we'll ask our court reporter Dave to please swear in the members of the staff that will be testifying.

Page 8

(All staff members were sworn.)
THE CHAIRMAN: Thank you, sir.
Board members, you have previously qualified these staff members to offer expert testimony in the area of land use and planning.
Do any of you have questions regarding their qualifications or their ability to offer this expert testimony?
(No response.)
THE CHAIRMAN: Hearing none, the board will recognize these individuals as experts in the area of land use and planning.
At this hearing, the Planning Board is acting under its authority to hear and make recommendations to the Board of County Commissioners on rezoning applications.
These hearings are quasi-judicial in nature. Quasi-judicial hearings are like evidentiary hearings in a court of law. However, it is less formal.
All testimony will be given under oath. And anyone testifying before the Planning Board may be subject to cross-examination. All documents and exhibits that the Planning Board considers will be entered into evidence and made

part of the record.

Opinion testimony will be limited to experts, and closing arguments will be limited to the evidence in the records.

Before making a decision, the Planning Board will consider the relevant testimony, the exhibits entered into evidence, and the applicable laws.

Each individual who wishes to speak in front of the Planning Board must complete a speaker request form. They're located at the back of the chambers. You will not be allowed to speak unless you have completed one of these forms.

Please also note that only individuals who speak before the Planning Board will be allowed to speak at the subsequent hearing before the Board of County Commissioners. No new evidence can be presented to the BCC meeting. Therefore, all testimony and evidence must be presented today.

The Planning Board will provide a recommendation for each rezoning request to the BCC. They will then review the testimony, documents, exhibits, consider the closing

arguments, and make a final decision.

All decisions by the BCC are final. Anyone who wishes to seek judicial review of that decision must do so in a court of competent jurisdiction within 30 days of the date that the BCC either approves or rejects the recommended order from the Planning Board.

All written or oral communications outside of the hearing with members of the Planning Board is considered ex parte communications. Ex parte communications are presumed prejudicial under Florida law, and must be disclosed as provided in BCC resolution 96-13.

As each case is heard, the Chair will ask that the board member -- if you've been involved in any ex parte communication, please identify yourself and describe the communication.

As required by Section 2-7.2 of the Escambia County Land Development Code, the Planning Board's recommendation to the BCC shall consider the following five approval conditions. These approval conditions, the applicant has the burden of providing substantial, competent evidence to the reviewing board that established that the requested zoning district would

contribute to or result in logical and orderly development patterns.

The appropriate surrounding area within which the the uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for the mailed notifications.

A logical and orderly pattern shall require demonstration of each of the following conditions.

The first one is, consistent with the Comprehensive Plan. The proposed zoning is consistent with the future land-use category as described in the Land Development Code Chapter 3 and with all other applicable goals, objectives, and policies of that Comprehensive Plan.

If the rezoning is required to properly enact a proposed FLU amendment, it must be transmitted to the state agency for review. The proposed zoning is consistent with the proposed FLU and conditional to its adoption.

Next one is, consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions

prescribed by the proposed district in the chapter.

Compatibility with surroundings. All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning application, are compatible. This is defined in Chapter 6.

These uses of any surrounding, undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses.

Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residences or activities that are protected under fair housing laws.

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts or the differences with those districts would be minor or sufficiently limited.

The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balance of interest between the isolated district and the adjoining lands.

Appropriate with change or changing conditions. If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public's interest to allow new uses, densities or intensities throughout that area of the rezoning, and the permitted uses of the proposed district are appropriate and not premature for the area or likely to contribute to urban sprawl.

At the beginning of each case, as long as there are no objections from the applicant, we will allow the staff to briefly present location, zoning maps, and photographs of the property.

Next, we will hear from the applicant and any witnesses they may wish to call.

Then we will hear from the staff and any witnesses that they may wish to call.

Finally, we will hear from anyone who has completed a speaker request form and wishes to speak on the case.

We have two cases on our agenda today. And we're going to just jump right into them.

The first case is Case 2020-03. Tom Hammond is the agent for Forrest Homes and Steele Construction, the owner, 5250 Blue Angel Parkway, 7.66 plus-minus acres, from low-density residential to medium-density residential.

Members of the Board, at this time I'll ask you if there's been any ex parte communication between you, the applicant, agents, attorneys, witnesses or fellow Planning Board members.

I'll also ask if you have visited the subject property. And please disclose if you are a relative or business associate to any of the parties. At this time, Patty, we'll start with you. Good morning.

MS. HIGHTOWER: No to all.

THE CHAIRMAN: All right.

MS. HIGHTOWER: I know the mic isn't on, but I don't need it. I'm loud.

MR. FEARS: No to all.

THE CHAIRMAN: All right.

Chairman, no to all.

MR. SAMMONS: No to all.

MR. WILSON: No to all.

THE CHAIRMAN: Thank you.

On this case, staff, was notice of the hearing sent to all interested parties?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. And was it also properly posted on the subject property?

MS. MEADOR: Yes, sir.

THE CHAIRMAN: Okay. Mr. Hammond, any objections to the maps and photography being presented first?

MR. HAMMOND: No, sir.

THE CHAIRMAN: Okay. He's indicated no. We'll ask the staff to present that information, please.

MS. LINDSAY: Good morning.

THE CHAIRMAN: Good morning.

MS. LINDSAY: Allyson Lindsay, Development Services Planner.

Okay. So this is the location map showing the location at 5220 Blue Angel.

This is the zoning map, showing the LDR

and the surrounding parcels.

This is the future land-use mixed-use suburban with the surrounding of the same.

This is the existing land use of the property and the surrounding area of the properties.

This is the aerial photography of the site.

This is the public hearing sign posted on site.

This is looking into the subject property.

And this is another view into the property. I tried to get a little bit further back into the property to show the parcel.

This is looking across Blue Angel Parkway from the subject property, which I believe that is a mobile home park down that drive, and a single family right up front.

This is looking south along Blue Angel from the subject property.

This is looking north along Blue Angel from the subject property.

And that's the maps and photography.

THE CHAIRMAN: Okay. Thank you.

Board members, any questions on the maps

Page 17

or photography at this time?
(No response.)
THE CHAIRMAN: All right. Mr. Hammond, if you'll come forward, please, and be sworn in.

TOM HAMMOND, upon being duly sworn, was examined and testified as follows:

THE CHAIRMAN: Good morning, sir. If you'll please state your name and address for the record.
MR. HAMMOND: Good morning. My name is Tom Hammond, Hammond Engineering, 3802 North S Street.
THE CHAIRMAN: Thank you, sir.
Do you understand that you have the burden of providing substantial, competent evidence that the proposed rezoning is consistent with the Comprehensive Plan, furthers the goals, objectives, and policies of that plan, and is not in conflict with the county's Land Development Code?
MR. HAMMOND: Yes, sir.
THE CHAIRMAN: All right. Please proceed, sir.

Page 18

MR. HAMMOND: Okay. The wish is to develop this property into single-family residences subdivision.
We're requesting to go from LDR to MDR with this rezoning. Nothing else can be done in there, same as LDR.
As far as the findings, I'm in total agreement with staff findings. So I can walk you through it, and then they can walk you through it, or I will just say, hey, we can listen to their findings. I agree with them 100 percent.
THE CHAIRMAN: Okay.
MR. HAMMOND: I know there's some people here who's going to have questions, and I'll be happy to answer them.
THE CHAIRMAN: Yes. Because we have speakers, we can't do an expedited.
MR. HAMMOND: Okay.
THE CHAIRMAN: You know.
MR. HAMMOND: All right.
THE CHAIRMAN: But if you're in agreement with their findings, you accept that, that's fine.
MR. HAMMOND: Okay.

Page 19

THE CHAIRMAN: Okay. All right. We'll let the staff present. And then you can come back up with additional statements.
MR. HAMMOND: Yes, sir.
THE CHAIRMAN: Okay.
MS. LINDSAY: Good morning.
THE CHAIRMAN: Good morning.
MS. LINDSAY: Okay. This is the rezoning Z-2020-03, 5250 Blue Angel Parkway, requesting rezoning from LDR to MDR.
So the first criteria, Comprehensive Plan, the proposed amendment to MDR. It is consistent with the intent and purpose of the mixed-use suburban. Mixed-used suburban does allow for residential and some nonresidential uses.
Criterion B, consistent with the Land Development Code. The subject property is consistent with the intent and purpose of the Land Development Code.
The site consisted of two parcels which have been combined by the property appraisers. And the request to create one property totaling 6 -- sorry -- 7.66 plus or minus acres.
The property is surrounded by low-density residential zoning, with MDR across Blue Angel

Page 20

into the west with individual lots, as well as there's subdivisions, Yorkshire Subdivision.
The medium-density zoning would allow for single-family dwellings, one per lot.
In this case, no multifamily apartments or retail sales or services are allowed, which states the allowances are permitted as the previous zoning if the previous zoning was R3 or V4 prior to the adoption of this and the previous zoning in question was RR. So it will only be single-family.
Compatible with the surrounding uses. The surrounding uses are residential. Whether they're going from LDR to MDR, they are still compatible with the existing residential in the area.
So with Criterion D, the request to MDR by definition would be spot zoning because they talk about the contiguous properties, but, however, due to the constraints of the previous zoning, the permitted uses for MDR would be very similar to the LDR.
The major differences are in the site and building requirements, the MDR zoning allows for 10 dwelling units per acre and the LDR 4

dwelling units per acre. And there's a lot difference. The lot-width difference of 50 feet for MDR or single-family versus the 60 feet for LDR.

Criterion E, appropriate with changed conditions. The land uses or development conditions within the existing areas, they have not changed.

So we feel that the case does meet, as far as changing from the low-density residential to medium-density residential. It is staying pretty similar with the uses for all residential.

And that's all the staff findings.

THE CHAIRMAN: Okay. Board members, any questions on the staff's findings?

(No response.)

THE CHAIRMAN: Good morning.

MR. RUSHING: Good morning.

Okay, Reid. We are already into our first case here, Case Z-2020-03.

Let the record reflect that Reid Rushing has joined the meeting.

Mr. Rushing, have you had any ex parte communication with the applicants, agents,

attorneys, witnesses, fellow Planning Board members? Have you visited the site, and are you a relative or business associate of any of the parties?

MR. RUSHING: No to all.

THE CHAIRMAN: All right. Thank you, sir.

Does that meet the standard, Kia, for bringing him into the meeting halfway through?

MS. JOHNSON: Yes, it does.

THE CHAIRMAN: Have you received a copy of the findings and reviewed them before the meeting?

MR. RUSHING: Yes, sir.

THE CHAIRMAN: Okay. Thank you, sir.

Okay. At this time, Mr. Hammond, did you have something you wanted to add before we go to public comment?

MR. HAMMOND: Yes, sir, please.

I want to just make a statement, clarification on zoning.

Yes, it says you can do 4 units per acre now and you can do 10 units per acre if you agree. That's a 250 percent increase.

But if you think about the math on the ground, a 60-foot lot I can put in now, go 300

feet, it's 5 lots.

If you let me go to 50 foot, go 300 feet, 6 lots. That's a 20 percent increase, not 250 percent increase in density, that what you can actually build on the site.

THE CHAIRMAN: Yes, sir. Thanks for that clarification.

Members of the public who wish to speak on this matter, please note that the Planning Board bases its decision on the approval conditions as described in Section 2-7.2 of the Land Development Code.

During our deliberations, the Planning Board does not consider general statements of support or opposition. Accordingly, we ask you to please limit your testimony to the approval conditions and exceptions described in 2-7.2.

Please also note that only individuals who are here today and give testimony on the record will be allowed to speak at the subsequent BCC meeting.

And, Kayla, if you could bring up the conditions on the screen so that it gives everyone a guide to what we can consider.

Our first speaker is Robert Michelson.

Good morning, sir. Can you come forward. If you'll be sworn in, and then please state your name and address for the record.

- - -

ROBERT MICHELSON, upon being duly sworn, was examined and testified as follows:

- - -

MR. MICHELSON: Name, Robert Michelson, M-i-c-h-e-l-s-o-n, 5706 Perkins Street 320 -- 32526.

THE CHAIRMAN: Thank you, sir. Good morning.

MR. MICHELSON: Good morning.

I just have a few questions about the -- if there's -- if this is going to have a through street from Blue Angel. And I don't know what -- if there's a street on the eastbound side, is it going to be a through street? And if so, what street is there that it would connect to?

THE CHAIRMAN: Okay.

MR. MICHELSON: Reason being is traffic on Blue Angel Parkway at certain times of the day is very -- very heavy. And if it's just landlocked, means all traffic would have to come

out onto Blue Angel Parkway. So I would like to know if there's another outlet on the other side of the existing property.

THE CHAIRMAN: Okay. Now, the applicant is certainly welcome to explain what his proposed plan is --

(Mr. Ingwell is now present.)

THE CHAIRMAN: I'm sorry.

-- what his proposed plan is.

During this meeting we don't consider the actual site plan or the development process.

We'll let Horace explain the development review process. But let me go ahead and get Jay on here.

Good morning.

MR. INGWELL: Apologize.

THE CHAIRMAN: That's okay.

MR. INGWELL: Stuck in the entire line in the camp.

THE CHAIRMAN: All right. Jay, we have already started Case 2020-03. Agent is Tom Hammond for Forrest Homes and Steele.

And I would ask the ex parte questions. Have you had any ex parte communication with the agent, applicants, witnesses? Have you visited

the site, and are you a relative or business associate for any of the parties?

MR. INGWELL: No to all.

THE CHAIRMAN: All right. Thank you.

And you've received a copy of the staff's findings prior to the meeting?

MR. INGWELL: I've downloaded the case file.

THE CHAIRMAN: Okay. Just wanted to make sure you had the background information on it.

MR. INGWELL: Yes.

THE CHAIRMAN: Okay. This is our first speaker, Jay, Mr. Michelson, and he's asking some questions about the actual design of the property.

Horace, I'd like for you to please explain the development review process and how that works.

MR. JONES: Yes, sir.

Thank you, Chairman. Good morning to all.

Yes, sir. This process, if it is approved, they make recommendation very quickly. The Planning Board makes a recommendation. The BCC, they have the final authority.

After that, there will be what we call a

development review process where we'll take their plans. And they've got to come before my access management people, my stormwater people, planning, processing people. Everyone will look at what they're proposing. It can only be a subdivision only.

Now, as far as -- and the engineer of record is here. And he can correct me if I need to be corrected on some things.

As far as North Blue Angel Parkway, that is a state road. That's strictly controlled by FDOT, not us.

MR. MICHELSON: Right.

MR. JONES: So they will make a determination on entrances and turn lanes, if that's even required.

Now, it appears that from that parcel, if you look at that map, the map on the screen, it appears that the only access, ingress and egress, would be from North Blue Angel Parkway, because of the -- because of the configuration and the shape of the lot.

Now, you do see a little slither of like a little tail or something, a little leg off of Perkins.

I can tell you right now that more than likely I don't think they're going to propose any access through that because it's going to be very difficult for that to even be done, completely.

You see, it's adjacent to a house and coming through a subdivision. So I don't really think that they are going to propose that. That would be a -- that would be very, very constraining for them to do that.

So it appears that the only way in and out would be off of Blue Angel Parkway. But, again, that is strictly controlled by FDOT.

MR. MICHELSON: Right.

MR. JONES: And they will regulate that, about the regulations, to the engineer of record on what they need to do. So it appears to be --

MR. MICHELSON: Okay.

MR. JONES: -- that.

MR. MICHELSON: That answers the question, that there's no other outlet.

MR. JONES: Yes, sir. Yes, sir. Yeah. I don't think there's going to be any other access.

MR. MICHELSON: Because the street Muldoon

Page 29

runs somewhat parallel to Blue Angel Parkway at that particular area.
MR. JONES: Yes, sir.
MR. MICHELSON: Okay? And what I -- without -- on this map, it does not give any real definition --
MR. JONES: Yes.
MR. MICHELSON: -- except Blue Angel Parkway.
MR. JONES: Yes, sir.
MR. MICHELSON: And Perkins Street.
MR. JONES: Yes, sir.
MR. MICHELSON: And the lots, you know, that are -- the size of the lots on Perkins Street, including the ones on the east side, Blue Angel, and the west side are large. Okay?
And now they've just built some houses down near Muldoon -- on Muldoon. And those properties are so concise, they're so close together, that to me -- you know, the reason I moved into that particular area was size of the lot, you know, to have my room.
Okay. And if it goes from, say, 4 to 10, the multiplication of, let's say, two cars per household will be -- and if it's 10 units per

Page 30

acre, you're talking about 140 cars.
MR. JONES: Right.
MR. MICHELSON: You know?
MR. JONES: Yes, sir.
MR. MICHELSON: So not against any building. Okay? I'm not against that. The man's got a right to put houses on the property.
But to be inconsistent with the properties around it, you know, it kind of intensifies the whole area.
MR. JONES: Yes, sir.
MR. MICHELSON: Okay?
MR. JONES: And you're correct on that. There will be -- there will be potential for more traffic. Of course. Any type of subdivision, that's obvious, but --
MR. MICHELSON: Well, that is.
MR. JONES: Yes, sir. Yes, sir. But with the -- but with the constraint of the lot, and once you start putting in all of that infrastructure, the roads, the holding ponds, there's no way you're going to get that 10 there, that 10 dwelling units.
And as Mr. Hammond stated, basically it's probably going to be more just one lot more

Page 31

increase.
But all of those things would clearly be looked at as far as the site during the site plan review process.
I wish we -- again, we would -- we do not have any say-so or control when it comes to North Blue Angel. That's strictly FDOT.
MR. MICHELSON: Oh, that's understood.
MR. JONES: Yes, sir.
MR. MICHELSON: Okay?
MR. JONES: Yes, sir.
MR. MICHELSON: I understand that completely.
But, also, the assessment value of properties around that existing property, will it help increase? Will it stabilize or will it decrease other properties that are in that -- that area?
MR. JONES: All those things, they will be the concerns of the property assessor, their regulations, their rules and their procedures. And they will have to evaluate that when it comes time. We just don't have any -- any knowledge --
MR. MICHELSON: Yes.

Page 32

THE CHAIRMAN: -- on whether it will increase or decrease. That's strictly beyond our purview.
MR. MICHELSON: Right. Well, this -- I came to this meeting for information, basically --
MR. JONES: Yes, sir. Yes, sir.
MR. MICHELSON: -- to find out what direction this might go.
MR. JONES: Yes, sir.
MR. MICHELSON: And my concern would be the amount of traffic added to the traffic that's already in the area.
MR. JONES: Yes, sir.
MR. MICHELSON: Unless the state does something about Blue Angel, you know --
THE CHAIRMAN: Mr. Michelson --
MR. MICHELSON: -- which you have no control on.
THE CHAIRMAN: Those are very valid concerns.
MR. JONES: Yes, sir.
THE CHAIRMAN: And they will be looked at --
MR. JONES: Yes sir..

THE CHAIRMAN: -- when it comes to that step.

It's a little confusing the way this works, but this step that we're in now, the rezoning . . . Kayla, if you'll bring up those criteria that are on the board. We only are allowed to consider those criteria that's on the board.

MR. MICHELSON: Okay.

THE CHAIRMAN: The next committee that they go to, which would be the development review process, considers all those things that you're looking at, so -- and those meetings are available to the public as well. So . . .

MR. MICHELSON: Right.

The thing is, though, if you approve right here to go to a higher level of density, will that, you know, carry on through all the others? Will that be the -- let's say the law of what happens that goes through all the process?

THE CHAIRMAN: If the board --

MR. MICHELSON: If you make that decision here to go from 4 to 10 or anything in between, that will -- that can't change?

THE CHAIRMAN: That would be the zoning.

MR. MICHELSON: That would be the zoning.

THE CHAIRMAN: And then it would go -- they would have to present an actual --

MR. JONES: Site plan.

THE CHAIRMAN: -- site plan drawings from an engineer as to what they're proposing to build. And then the very in-depth process of traffic, stormwater, utilities, emergency access.

MR. MICHELSON: The infrastructure.

THE CHAIRMAN: All of that goes through the next step.

So, at this point, they show consistency with the criteria that we look at.

MR. MICHELSON: Mm-hmm.

THE CHAIRMAN: But there might be some requirements at the next level.

MR. JONES: Yes, sir.

And if I may, Mr. Briske, the subdivision review process is very, very, very complex. It's very complex. It's very detailed.

But our staff, along with the engineer of record, developer, we will look at those things heavily to try to minimize, if there would be any impacts, on the surrounding properties.

It's very, very detailed. Very, very complex.

And when you come in -- if you want to stay abreast on where we are in the process, we'll be glad to let you know -- once they submit some plans and things to us, preliminarily, all that is public record. You can be involved from that point on, if the board decides to approve this rezoning case.

But it does -- from my staff perspective, it does meet all of the criteria that we have to look at at this point in the game.

MR. MICHELSON: Okay. All right. That gives me --

MR. JONES: Yes, sir.

MR. MICHELSON: -- pretty much the basis of my concerns.

MR. JONES: Yes, sir.

MR. MICHELSON: Okay?

THE CHAIRMAN: Thank you, sir.

MR. MICHELSON: I thank you for your time.

THE CHAIRMAN: Thank you, sir.

And Mr. Michelson has indicated he would like to have follow-up mail on this subject, Horace, so it's noted on the form.

MR. JONES: Yes. Yes.

THE CHAIRMAN: Our next speaker is Claire Sowers.

Good morning. Please be sworn in.

- - -

CLAIR SOWERS, upon being duly sworn, was examined and testified as follows:

- - -

MR. SOWERS: My name is Clair Sowers. I'm the co-owner of the property on the east end of the property proposed. And I own about four acres behind that there.

My driveway is that big red line coming off of Perkins Street coming back up to my front door.

THE CHAIRMAN: Bring the map back up so he can show us where he's at. I'm sorry, sir.

MR. SOWERS: That double red line at the -- there, right there. That's my driveway coming into my house.

And that lot right next door is my neighbor back here, that one you got the arrow pointed at.

But my lot is these two big ones coming off the . . . come down some more. Right. All that right back in there is mine.

THE CHAIRMAN: Okay. So where that red strip is, is that a deeded easement into your property? Is that what it is?

MR. SOWERS: That's the deeded.

We have -- my father-in-law, which has passed away, he took that property over years ago. There used to be a dirt road through there 50, 60 years ago.

THE CHAIRMAN: Okay.

MR. SOWERS: And he bought that property back there. He used to farm it. And the reason why we ended up taking it is because of the low density, and, you know, the people that -- this side, they have animals and stuff. I got animals.

THE CHAIRMAN: Okay.

MR. SOWERS: But anyway, I was just concerned that my driveway is not going to be used for no exit or entry into that property.

THE CHAIRMAN: Okay.

MR. SOWERS: Because my front door is actually only about 20 feet from where that -- where the side of my garage is next to that -- that -- that small section of the red line where the driveway part ends, there's only about 200

feet there.

And my house is right up to where -- and all those big trees right there? Those are all big trees. And I'm concerned about losing them because they shade my house.

And that was one of the reasons why I liked the property, too, because I keep my property well-groomed, and I don't want to lose those trees back in there.

So there's a few things that I'm interested about that I want to be -- readdressed at the next meeting, that I don't have to keep repeating, because I know that's going to have to be answered later down the road.

I'm just concerned about how far they're going to tuck up right behind it, because the back of that property would only be about 20 feet from my garage.

THE CHAIRMAN: And the agent can speak to this if he wishes to, but when it gets ready to go to the development process through the county . . .

MR. SOWERS: Mm-hmm.

THE CHAIRMAN: . . . they will have to

present drawings, engineered drawings --

MR. SOWERS: Okay.

THE CHAIRMAN: . . . of what they're proposing on the property. You'll have an opportunity to review it at that time and --

MR. SOWERS: Okay.

THE CHAIRMAN: -- have comments because that's a public process as well.

MR. SOWERS: Well, that was -- just confirming what the gentleman before me, you know, the density problem. You know, getting in and out of Blue Angel is a problem already.

Sometimes we gotta sit there six, seven minutes on Perkins Street to get out, you know, during the early morning? And the afternoon, it is a bear. So there's going to have to be some turning lanes put in there or a traffic light. But we'll talk about that at the next meeting, but . . .

THE CHAIRMAN: Yes, sir.

MR. SOWERS: . . . it's going to make it real difficult.

And we have a lot of accidents down there at Cerny Road where that curve breaks back through there. People trying to get out of

Cerny at that dip and the curve? So that needs to be looked at, too, so . . .

THE CHAIRMAN: Mr. Sowers, I think Mr. Sammons has a question.

MR. SAMMONS: I just want to clarify. You said your father-in-law -- I believe you said your father-in-law --

MR. SOWERS: Buddy Matheny.

MR. SAMMONS: -- took over that property?

MR. SOWERS: Buddy Matheny. He built that house that I bought from him.

THE CHAIRMAN: Okay. Now, are you saying he took over that piece of property that's in between those two red lines, or --

MR. SOWERS: That fence has been -- that fence between --

MR. SAMMONS: I mean, what does that mean, "took over the property"?

MR. SOWERS: It used to be -- yes. It was -- used to be a little dirt road through there years and years and years ago. And that fence has been up there for 50, 60 years.

Now, he's dead and gone. And I've maintained this property for the last 30 years. I've rented it before. And I actually rented it

to own when we started renting it.
And we've been there since the early '90s. And so that's the reason why I purchased the property from him because it was -- it was low-density, and I've got animals, dogs. And my property is fenced completely in. And I keep any gates closed, and my dogs can't get out.
THE CHAIRMAN: Mr. Sowers, is that strip of property the only access to your parcel?
MR. SOWERS: That's the only access. I don't have no frontage at all, zero. I got a driveway.
THE CHAIRMAN: Okay.
MR. SOWERS: So I have to actually use my neighbor's front of her property so I can set my garbage cans out so that they can pick up. Then the garbage trucks pull in, and they back into my driveway to turn around a lot of times, which they do damage to some of my driveway stuff there when they turn around on ECUA trucks.
And, you know, I don't mind it. If they do damage, then I want to -- you know, I want them to repair or whatever, you know. But they got them big, heavy trucks with them dual wheels.

And if they get off the side of the driveway, then they make ruts through there. And I've got water lines that's going through there. And my water meter is right there, and they come right close to it, but . . .
THE CHAIRMAN: Yes, sir. And, like I said --
MR. SAMMONS: I'm still --
THE CHAIRMAN: Go ahead.
MR. SAMMONS: I'm still confused. I need to understand. You do believe you own it.
MR. SOWERS: We own it.
MR. SAMMONS: Okay.
MR. SOWERS: We've had that fence up there -- it was before I even . . . it's been there -- Buddy Matheny put all that fence up all the way around that property, other than a section of fence which is on the south side.
THE CHAIRMAN: Okay. I think we're starting to get into some things that might be a deeded easement or prescribed easement across the property. I don't know that we're sticking to our criteria that we need to consider.
MR. SOWERS: Yeah.
THE CHAIRMAN: Do we have verification

that the red outline is the actual parcel that the owner has?
MR. JONES: According to -- according to the Chris Jones Property Appraiser's Office, the boundary survey is saying that that little strip is owned by Forrest Homes and Steele Construction Company.
MR. SOWERS: You're talking about -- you're talking about this strip right here, which comes off of Perkins Street and down to here. This is my house right in -- right in there.
MR. JONES: Yes, sir.
MR. SOWERS: That is -- that my house right in there.
MR. JONES: Yes, sir. Yes, sir. Yes, sir. That is what the records are showing from -- from -- we get our information from the survey. That is what our records are definitely showing.
MR. SOWERS: That ain't their property.
Now, we're going to have a fight over that because I've been there for 30-some years. And Buddy Matheny owned that. When he built that house, it was 1960s. And that property was no

longer -- when they -- when they closed off the old dirt road back there -- and I've got -- Mr. Cox that lives across from there, he had been there since the beginning of a lot of this.
And Jim's Tree Service used to own the lot that you're trying to rezone now. And, see, he was trying to get access through my property to come in the back side of that property for the last 10 or 15 years. That ain't going to happen.
MR. JONES: Understood.
THE CHAIRMAN: I'd like to ask a question of our board attorney, Kia. Good morning.
MS. JOHNSON: Good morning.
THE CHAIRMAN: Obviously, we have a disagreement of ownership of a portion of this property.
Does that play into our consideration for this hearing?
MS. JOHNSON: It does not, not for this hearing. We're going by what we usually go by, which is the Escambia County Property Appraiser records.
I mean, if there is a dispute as to the property, that would be a private civil action

that I can't provide legal advice on.
But the current records as of today show that the construction company owns that tail of land.
THE CHAIRMAN: Okay.
MR. SOWERS: I've maintained it for 30 years. And, you know, the neighbor -- my neighbor back there in the back, Dusty, she owns the house right next door to me. And that means that --
THE CHAIRMAN: Sir --
MR. SOWERS: -- if that ends up being traffic area there, that ain't going to work.
THE CHAIRMAN: We're certainly not saying -- giving you any kind of legal advice. You may have some rights under an easement, a deeded easement or prescribed easement or other to that property.
MR. SOWERS: Mm-hmm.
THE CHAIRMAN: According to the records that the county has, it's actually owned by this parcel.
But that doesn't always mean that you don't have the right to use it. There are deeded easements and prescribed easements.

But I'm not an attorney. I can't give you any legal advice, but that would be something that you would have to look into, as far as on your property deed what rights do you have, as far as to use adjoining properties and everything.
Now, if your parcel shows that you have ownership of that, then obviously we would need to know that, that it shows you have ownership, but --
MR. SOWERS: Well, you guys is --
THE CHAIRMAN: -- to be able to use something and ownership are two different issues in some cases, so . . .
MR. SOWERS: Right.
THE CHAIRMAN: Go ahead.
MR. SOWERS: I guess I'm going to have to do some more research on it. And I guess I'll have to hire a lawyer to research all of this, I guess is what it sounds like because that's what it sounds like they're wanting to do is they want to make a loop through there is what it sounds like to me.
THE CHAIRMAN: Well, I don't know --
MR. SOWERS: But that's just my opinion.

THE CHAIRMAN: -- that the agent has said that. We'll let him speak for himself.
MR. SOWERS: All right.
THE CHAIRMAN: He may be able to clarify this, you know, when he gets back up.
Tom, do you want to -- he'll give an explanation.
MR. SOWERS: And the other thing I was concerned about, too, is all of our properties back in there, Mr. Cease and all them down through, the Flowers, and all them, all the way up that street up there, those are all large lots.
And most of the properties are worth 200-plus thousand. I want to make sure that, you know, our property values ain't going to drop. And the owners on this -- this side over here on Cerny Road, they have cattle, horses, goats, and everything down that whole side of this -- of their property up to that -- up to that pit.
THE CHAIRMAN: Yes, sir.
MR. SOWERS: There's a big, deep pit back in there.
THE CHAIRMAN: And the valuation of the

properties is not one of the criteria, plus or minus, that this board can review.
MR. SOWERS: All right.
THE CHAIRMAN: As I said, we have a very limited thing that we can look at, which is those five criteria.
MR. SOWERS: Yeah.
THE CHAIRMAN: If it's within those five criteria, then it goes to the next stage. And, obviously, if there's a dispute over the ownership of the land --
MR. SOWERS: Then I'll get -- I'll be able to get a copy of the records that --
THE CHAIRMAN: Absolutely.
MR. SOWERS: -- you talked about today?
THE CHAIRMAN: Yes, sir.
MR. JONES: Absolutely.
MR. SOWERS: That's the main thing, because I want to be able to have my two cents put in with it.
THE CHAIRMAN: It's being recorded verbatim and recorded both --
MR. SOWERS: Okay.
THE CHAIRMAN: -- video and audio of the meeting today, yes, sir.

Page 49

MR. SOWERS: All right.
MR. JONES: So, Mr. Briske, and if you want to copy everything that we have in our system, which is a copy of that survey, it's right there.
MR. SOWERS: Right. All right.
This thing came to us about three weeks ago is when we first got this.
And, you know, it doesn't really tell you much of anything, other than going from low density to medium density.
THE CHAIRMAN: Yes, sir.
MR. SOWERS: And all of us purchased back up in there on the -- in that -- there's probably only about 10 owners back in there on the Perkins' side all together or within 500 feet of that lot.
And, you, know everybody's concerned about, you know, the traffic and the other. But we'll talk about that at the next meeting.
THE CHAIRMAN: Yes, sir. Yes, sir.
MR. SOWERS: But I guess that's it all for right now.
THE CHAIRMAN: Board members, any additional questions for Mr. Sowers?

Page 50

THE CHAIRMAN: Okay. The county will inform you of any upcoming events on the property, where you can stay involved. And I would recommend that you look at your ownership documents, and --
MR. SOWERS: Well, the thing is, sir, if -- if -- if I have to share that driveway, and if we got people coming in and out of there, then I'm going to -- my -- my -- my garage faces right straight up in the end of that street there. And I've got two or three big oak trees that ain't going to be cut down.
MR. JONES: Yes, sir.
MR. SOWERS: And so there's some other litigation there, but that's the main thing.
THE CHAIRMAN: Thank you.
MR. SOWERS: All right? Thank you all.
THE CHAIRMAN: Amelia Greenwalt.
MR. SOWERS: That's my better half.
MR. JONES: Mr. Briske, Tom wants to respond to him.
THE CHAIRMAN: Okay. Sure. Tom.
MR. HAMMOND: Well, that's the signed and sealed boundary survey. You can see the seal up at the top end. So if he has a problem with it,

Page 51

he needs to get his surveyor and deal with it. I'm not a surveyor.
Now, on the ground, you gotta have 50 foot in Escambia County to build a road. And I don't think it's nowhere near 50 foot. I don't have a drawing. There's not a drawing that exists shows a road going through there.
So the only thing that might have would gone there was when we went to a pre-app with ECUA. They might have wanted us to loop a water line in there so you don't have a dead-end water line coming off the big main out at Blue Angel. They have a water line on Perkins, so ECUA said if there's enough room, maybe we want a water line down there. But we don't have any reason to use that property at all.
MR. JONES: Absolutely.
THE CHAIRMAN: Okay.
MR. HAMMOND: One more thing, if I may. DOT. We had a pre-app with DOT. We're putting in left and right turn lanes. One of the reasons we're trying to increase the density a little bit, so we can pay for a quarter-million-dollar turn lane.
THE CHAIRMAN: All right. So Amelia

Page 52

Greenwalt does not wish to speak?
MR. SOWERS: She didn't come with me today. That's my better half.
THE CHAIRMAN: Okay. So, sir, just so it's clear, if she does not speak here, she won't be allowed to speak at the Board of County Commission meeting --
MR. SOWERS: That's all right.
THE CHAIRMAN: -- when this comes up for review.
MR. SOWERS: I'm here to represent us because she's at work.
THE CHAIRMAN: Thank you, sir.
MR. SOWERS: As long as I can speak, her and I will be in full agreement.
THE CHAIRMAN: Yes, sir.
Next speaker is Larry Downs, Jr.
- - -
LARRY DOWNS, JR., upon being duly sworn, was examined and testified as follows:
- - -
THE CHAIRMAN: Good morning, Larry.
MR. DOWNS: Good morning.
THE CHAIRMAN: Name and address for the record.

Page 53

MR. DOWNS: Larry Downs Jr., 12156 Havburg Drive, Pensacola, Florida.

And good morning. How do y'all like this? Yep. All right.

Anyways, of course I'm in agreement with this. I mean, it's something that's needed or they wouldn't do it.

It's viable or they wouldn't propose it. You know, the citizens need places to live. Y'all know -- Y'all know the whole drill. I mean, they need places to live, just like the school over on Blue Angel, you know. They need expansion on that school.

So regardless of which Commissioners oppose property rights, you know, y'all's job is to put it before them. Let them make the decisions.

When in doubt, the default position should be to the property rights. So I'm in agreement with this. I believe the staff has got this one right. And, of course, Tom Hammond's got it right. He always has it right. So . . . all right. Thank y'all much.

And get to speak at the County Commission, so that's why I'm up here.

Page 54

THE CHAIRMAN: Thank you.

Kayla, could you enlarge that map that you have there, please?

What is that area that's in white kind of to the south? Is that part of -- considered part of the roadway? Do we know what that is? It looks like not really part of the road. So do we know what that parcel is? It's owned by DOT?

MR. HOLMER: It's right-of-way, but I believe it's DOT. Sorry. Andrew Holmer, Development Services Department. That's my understanding.

THE CHAIRMAN: Okay.

MR. HOLMER: It's DOT right-of-way.

THE CHAIRMAN: So that's why it's included as kind of part of the roadway that --

MR. HOLMER: Correct.

THE CHAIRMAN: -- it's under ownership maybe of the state or something?

MR. HOLMER: General rule. If it doesn't have zoning on it, right-of way.

THE CHAIRMAN: Okay.

MR. HOLMER: That's with the new parcel-based layer.

Page 55

THE CHAIRMAN: Okay. Very good.

Okay. That's everyone I had signed up to speak. Other than the people who have already spoken, is there anyone else who wishes to speak on this matter?

(No response.)

THE CHAIRMAN: All right. Hearing none, we will hereby close the public comment portion of the hearing.

Mr. Hammond, any closing statements before the board opens it up for questions?

MR. HAMMOND: No, sir.

THE CHAIRMAN: All right. Thank you. Board members, any questions of the staff or the applicant?

(No response.)

THE CHAIRMAN: Hearing none, Chair will entertain a motion.

MR. INGWELL: I read through the packet this weekend, and --

MR. JONES: Jay, use the mic because of the recording in the back.

MR. INGWELL: I read through the packet this weekend, but I did miss staff's analysis this morning, or their explanation.

Page 56

Please bear with me, but could you please cover Criterion D for me, your findings?

MR. JONES: Allyson.

MS. LINDSAY: That's the spot zoning?

MR. INGWELL: That's correct..

MS. LINDSAY: Okay. Well, according -- by definition, it says, "Zoning applied to any area of land, regardless of its size, that is different from the zoning of all contiguous land."

So in this particular parcel -- you can put the zoning map up -- the zoning is LDR. All the contiguous land is LDR, so it is spot zoning in the regard of a designation of the zoning, but the use is residential.

And from LDR to MDR, you can do almost the exact same thing in one zoning to the other. No multifamily. Also because the prior zoning wouldn't allow it.

You can do single-family. The difference is the lot width, the amount of dwellings per acre.

MR. INGWELL: So the difference is 4 dwelling units per acre versus 10 dwelling units per acre. And a lot of the speakers, that was a

Page 57

concern. And that is a big -- a big difference --
MS. LINDSAY: It is, but if you --
MR. INGWELL: -- between the two building categories.
MS. LINDSAY: Right. And it is, but you have to think of it -- once you put the infrastructure in, your utilities, any sidewalks, you know, you're not going to get your whole total 10 dwelling units per acre or even the 4 dwelling units per acre.
MR. JONES: Absolutely.
MS. LINDSAY: So because it is still in the realm of residential, the only two main issues were the density and the lot width.
MR. INGWELL: This is about 7.5 acres; is that correct?
MS. LINDSAY: Yeah, 7.66 something, yes.
MR. INGWELL: And is the majority of this buildable? It can be developed?
MS. LINDSAY: Yes.
MR. HAMMOND: Yes.
MR. INGWELL: That's all I have.
THE CHAIRMAN: Mr. Hammond.
MR. HAMMOND: Can I help address your

Page 58

concern, please?
Okay. You got to think of spot zoning. And we look at shades on a map. But really what you're worried about is spot use; is that correct?
MR. JONES: Yes.
THE CHAIRMAN: Yes.
MR. HAMMOND: And so spot use, the use is the same because of the previous zoning.
And let's talk about your density. If you go every 300 feet -- and I got 60-foot lots -- you've got five lots. I can only get one lot for every five lots. That's not two-and-a-half times, like going from 4 to 10. That's the reality. So it's really only -- instead of a 250 percent increase in density according to zoning, you only get a 20 percent, six divided by five.
MR. INGWELL: Can you explain that?
MR. HAMMOND: Yes.
MR. INGWELL: I'm a little slow.
MR. HAMMOND: Okay. So 5 times 60 --
MR. INGWELL: No. I don't . . . No; I get it.
Simple math. 10 times 7.5 acres is 75,

Page 59

potential for 75 units.
MR. HAMMOND: Right.
MR. INGWELL: Versus 4 times 7.5 would be 30.
MR. HAMMOND: Okay. But you're still stuck with -- you'd have to worry about that if you were doing multifamily.
MR. INGWELL: So it's limited by the lot width.
MR. HAMMOND: Right, it's really the lot width and the fact you can't have a different use other than single-family detached housing.
MR. INGWELL: Right. Understood. Okay.
THE CHAIRMAN: Okay. Any additional questions?
(No response.)
THE CHAIRMAN: Chair will entertain a motion.
MR. FEARS: Based on staff findings, I make a motion that we approve Z-2020-03.
THE CHAIRMAN: Motion.
Do we have a second?
MR. WILSON: Second.
THE CHAIRMAN: Any further discussion?
(No response.)

Page 60

THE CHAIRMAN: All those in favor, say "aye."
(Chorus of "ayes.")
THE CHAIRMAN: Opposed?
(No response.)
THE CHAIRMAN: Motion carries unanimously. All right. Thank you, Mr. Hammond.
MR. HAMMOND: Thank you.
(Hearing concluded at 9:28 a.m.)

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

I, DAVID A. DEIK, CP, CPE, Professional Court Reporter, certify that I was authorized to and did stenographically report the foregoing Planning Board proceedings; and that the transcript is a true record, to the best of my ability, of the proceedings contained herein.

I further certify that I am not a relative, employee, attorney, or counsel to any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

_____
DAVID A. DEIK, CP, CPE
Professional Court Reporter

Planning Board-Rezoning **7. A.**

Meeting Date:	06/01/2020
CASE :	Z-2020-03
APPLICANT:	Tom Hammond, Agent for Forrest Homes and Steele Construction Inc., Owner
ADDRESS:	5250 Blue Angel Parkway
PROPERTY REF. NO.:	36-2S-31-1007-000-000
FUTURE LAND USE:	MU-S, Mixed-Use Suburban
DISTRICT:	1
OVERLAY DISTRICT:	N/A
BCC MEETING DATE:	07/02/2020

SUBMISSION DATA:
REQUESTED REZONING:

FROM: LDR, Low Density Residential (4 du/acre)

TO: MDR, Medium Density Residential (10 du/acre)

RELEVANT AUTHORITY:

(1) Escambia County Comprehensive Plan
(2) Escambia County Land Development Code
(3) Board of County Commissioners of Brevard County v. Snyder, 627 So. 2d 469 (Fla. 1993)
(4) Resolution 96-34 (Quasi-judicial Proceedings)
(5) Resolution 96-13 (Ex-parte Communications)

APPROVAL CONDITIONS

Criterion a., LDC Sec. 2-7.2(b)(4)
Consistent with Comprehensive Plan
The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

CPP FLU 1.3.1 Future Land Use Categories. The Mixed-Use Suburban (MU-S) Future Land Use (FLU) category is intended for a mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses. Range of allowable uses include: Residential, Retail and Services, Professional Office, Recreational Facilities, Public and Civic. The maximum residential density is twenty five dwelling units per acre.

CPP FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FINDINGS

The proposed amendment to MDR is consistent with the intent and purpose of Future Land Use category MU-S as stated in CPP FLU 1.3.1. Mixed-Use Suburban allows for a mix of residential and non-residential uses and promote infill development. The parcel may utilize the existing public roads, utilities and infrastructure.

Criterion b., LDC Sec. 2-7.2(b)(4)

Consistent with The Land Development Code

The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3.

Sec. 3-2.5 Low Density Residential district (LDR).

(a) Purpose. The Low Density Residential (LDR) district establishes appropriate areas and land use regulations for residential uses at low densities within suburban areas. The primary intent of the district is to provide for large-lot suburban type residential neighborhood development that blends aspects of rural openness with the benefits of urban street connectivity, and at greater density than the Rural Residential district.

(b) Permitted uses. Permitted uses within the LDR district are limited to the following:

(1) Residential.

a. Manufactured (mobile) homes only within existing manufactured home parks or subdivisions, or on land zoned SDD prior to adoption of LDR zoning. No new or expanded manufactured home parks or subdivisions.

b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots two acres or larger. Attached single-family dwellings and zero lot line subdivision only on land zoned V-5 or SDD prior to adoption of LDR zoning.

c. Two-family dwellings and multi-family dwellings up to four units per dwelling (triplex and quadruplex) only on land zoned V-5 or SDD prior to adoption of LDR zoning.
See also conditional uses in this district.
(2) Retail sales. No retail sales.
(3) Retail services. No retail services.
(4) Public and civic.
a. Cemeteries, family only.
b. Public utility structures, excluding telecommunications towers.
See also conditional uses in this district.
(5) Recreation and entertainment.
a. Marinas, private only.
b. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. On land not zoned SDD prior to adoption of LDR zoning, agricultural production and storage is limited to food primarily for personal consumption by the producer.

Sec. 3-2.7 MDR, Medium Density Residential.
(a) Purpose. The Medium Density Residential (MDR) district establishes appropriate areas and land use regulations for residential uses at medium appropriate areas and land use regulations for residential uses at medium densities within suburban or urban areas. The primary intent of the district is to provide for residential neighborhood development in an efficient urban pattern of well-connected streets and at greater dwelling unit density than the Low Density Residential district. Residential uses within the MDR district are limited to single-family and two-family dwellings. The district allows non-residential uses that are compatible with suburban and urban residential neighborhoods.
(b) Permitted uses. Permitted uses within the MDR district are limited to the following:
(1) Residential.
a. Manufactured (mobile) homes only within manufactured home parks or subdivisions. No new or expanded manufactured home parks, and new or expanded manufactured home subdivisions only on land zoned V-4 prior to adoption of MDR zoning.
b. Single-family dwellings (other than manufactured homes), detached and only one per lot, excluding accessory dwellings. Accessory dwellings only on lots one acre or larger. Attached single-family dwellings and zero lot line subdivisions only on land zoned R-3 or V-4 prior to adoption of MDR zoning.
c. Two-family dwellings only on land zoned R-3 or V-4 prior to adoption of MDR zoning, and multi-family dwellings up to four units per dwelling (quadruplex) only on land zoned V-4 prior to MDR zoning.
See also conditional uses in this district.

(2) Retail sales. No retail sales.
(3) Retail services. No retail services. See conditional uses in this district.
(4) Public and civic. Public utility structures, excluding telecommunications towers. See also conditional uses in this district.
(5) Recreation and entertainment.
a. Marinas, private.
b. Parks without permanent restrooms or outdoor event lighting.
See also conditional uses in this district.
(6) Industrial and related. No industrial or related uses.
(7) Agricultural and related. Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.
See also conditional uses in this district.

FINDINGS
The proposed amendment **is consistent** with the intent and purpose of the Land Development Code. The site consisted of two parcels which have been combined by the Property Appraiser at the applicants request to create one parcel totaling 7.66 (+/-) acres. The property is surrounded by LDR zoning with MDR across Blue Angel Parkway to the west with individual lots as well as the Yorkshire Estates Subdivision. The MDR zoning will allow for single family dwellings, one per lot. In this case, no multi-family, apartments or retail sales or services are allowed as per LDC 3-2.7(1)c, which states this allowance is permitted only if the previous zoning on the land was R-3 or V-4 prior to the adoption of the MDR zoning, and the previous zoning for the parcel in question was RR.

Criterion c., LDC Sec. 2-7.2(b)(4)
Compatible with surrounding uses
All the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.
FINDINGS
The proposed amendment **is compatible** with surrounding existing uses in the area.
Within the 500 radius impact area, staff observed properties with zoning districts LDR and MDR. The nearby land uses are single family residential therefore the zoning request will be consistant with the surrounding uses.

Criterion d., LDC Sec. 2-7.2(b)(4)

Appropriate if spot zoning. Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

FINDINGS

The requested zoning of MDR would by definition be spot zoning for the fact that all contiguous land is zoned LDR, however due to the restraints of the previous zoning, the permitted uses in MDR will be sufficiently similar to the existing LDR zoning. The major difference is in the site and building requirements. MDR zoning would allow for 10 dwelling units per acre versus LDR's four dwellings per acre and a lot width difference of 50 feet for MDR versus 60 feet for LDR.

Criterion e., LDC Sec. 2-7.2(b)(4)

Appropriate with changed or changing conditions.

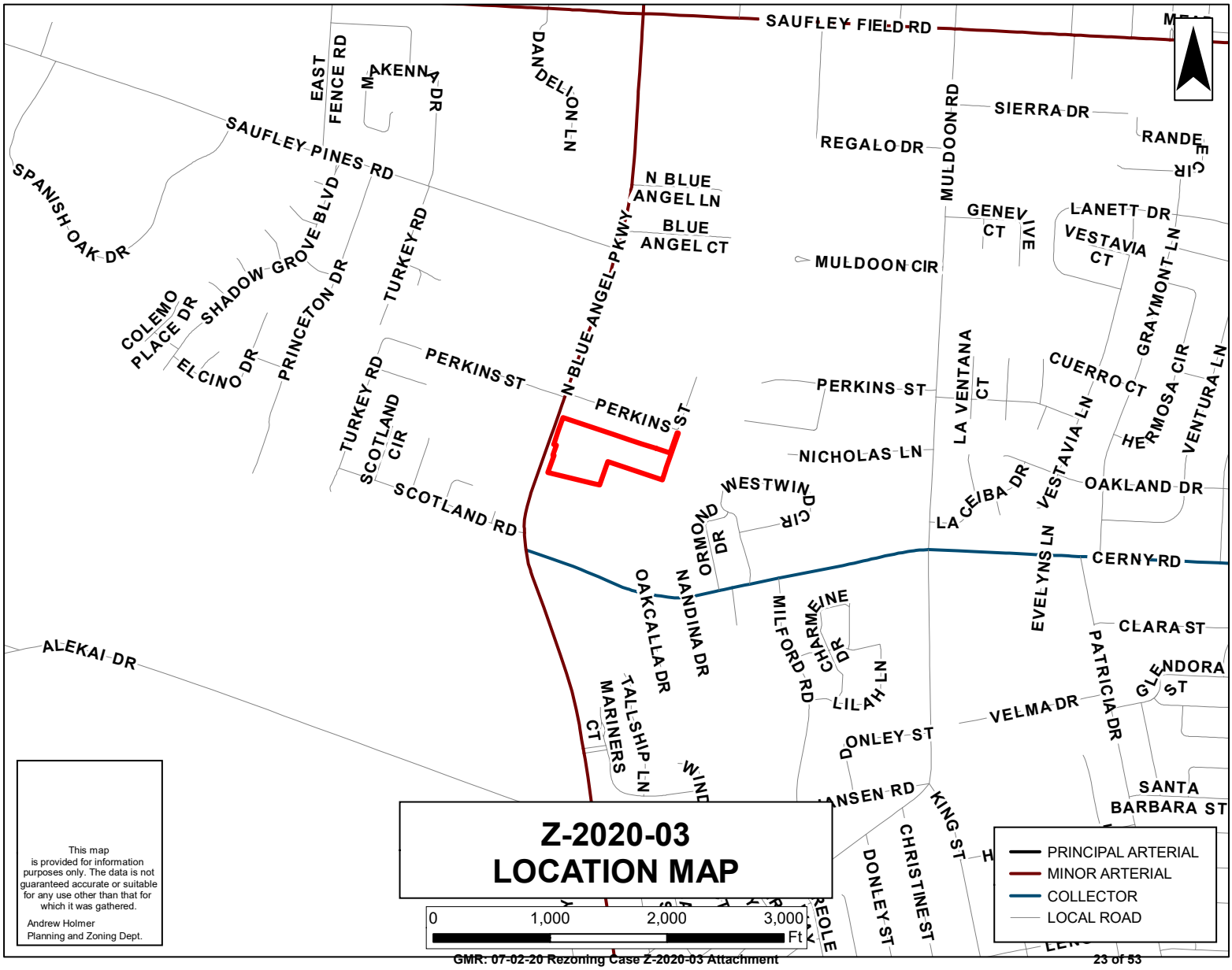
If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

FINDINGS

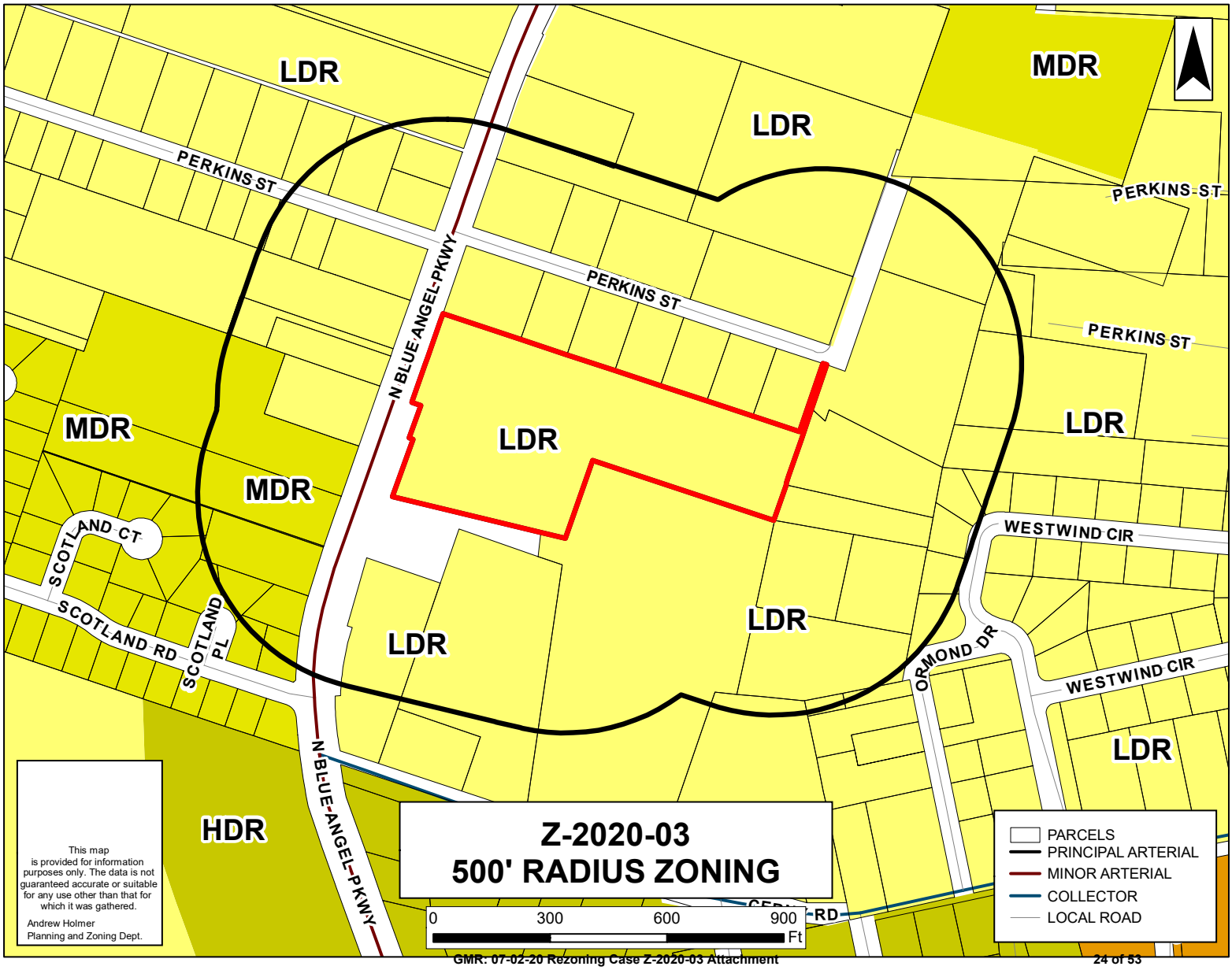
The land uses or development conditions within the area surrounding the property of rezoning **have not** changed.

Attachments

Working Case File



Z-2020-03
LOCATION MAP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LDR
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2020-03
500' RADIUS ZONING
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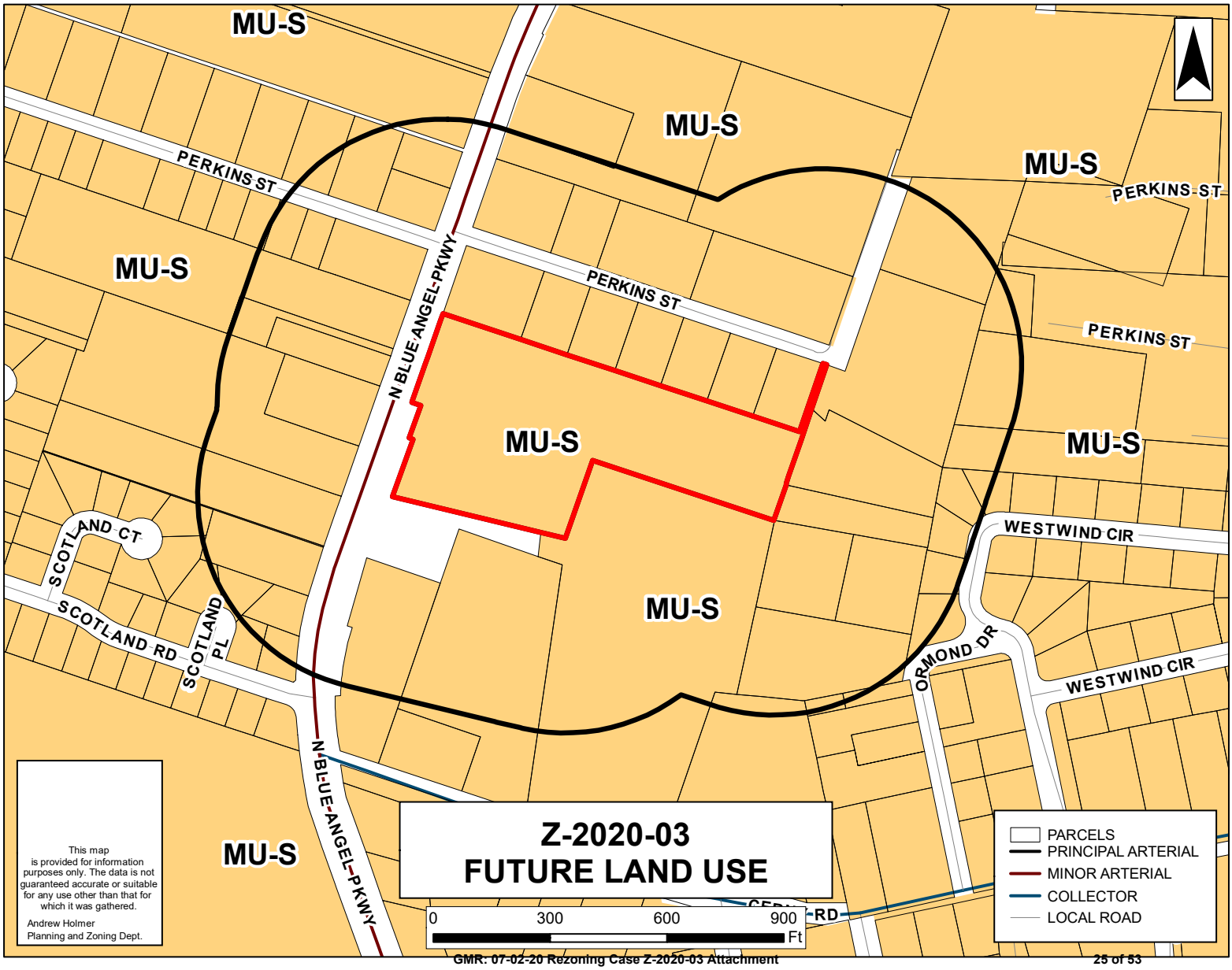
PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD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PERKINS ST
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SCOTLAND CT
SCOTLAND RD
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WESTWIND CIR
WESTWIND CIR
ORMOND DR
Z-2020-03
FUTURE LAND USE
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PARCELS
PRINCIPAL ARTERIAL
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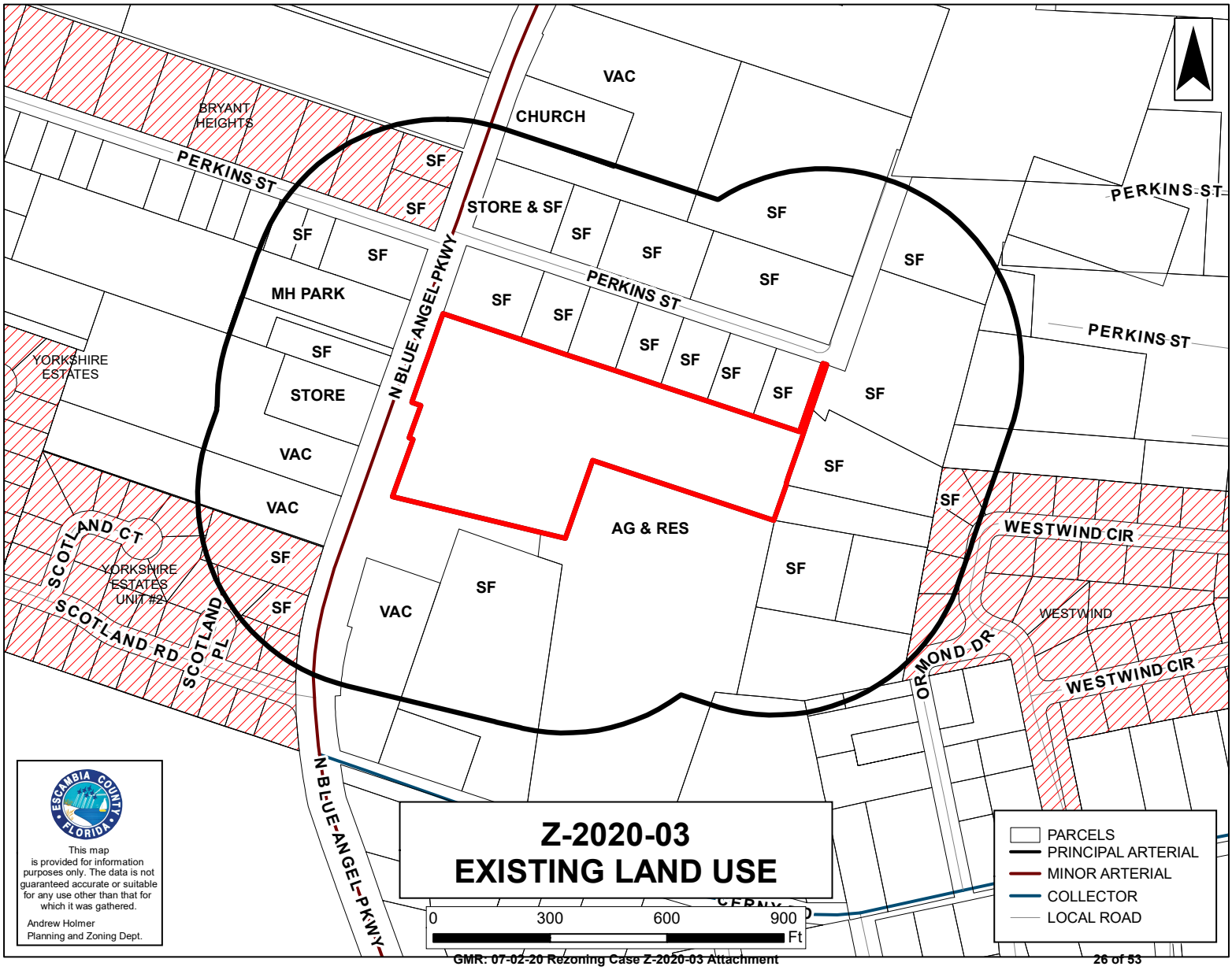
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.


VAC
CHURCH
BRYANT HEIGHTS
PERKINS ST
SF
STORE & SF
MH PARK
N BLUE ANGEL PKWY
YORKSHIRE ESTATES
STORE
VAC
AG & RES
SCOTLAND CT
YORKSHIRE ESTATES UNIT #2
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ESCAMBIA COUNTY FLORIDA
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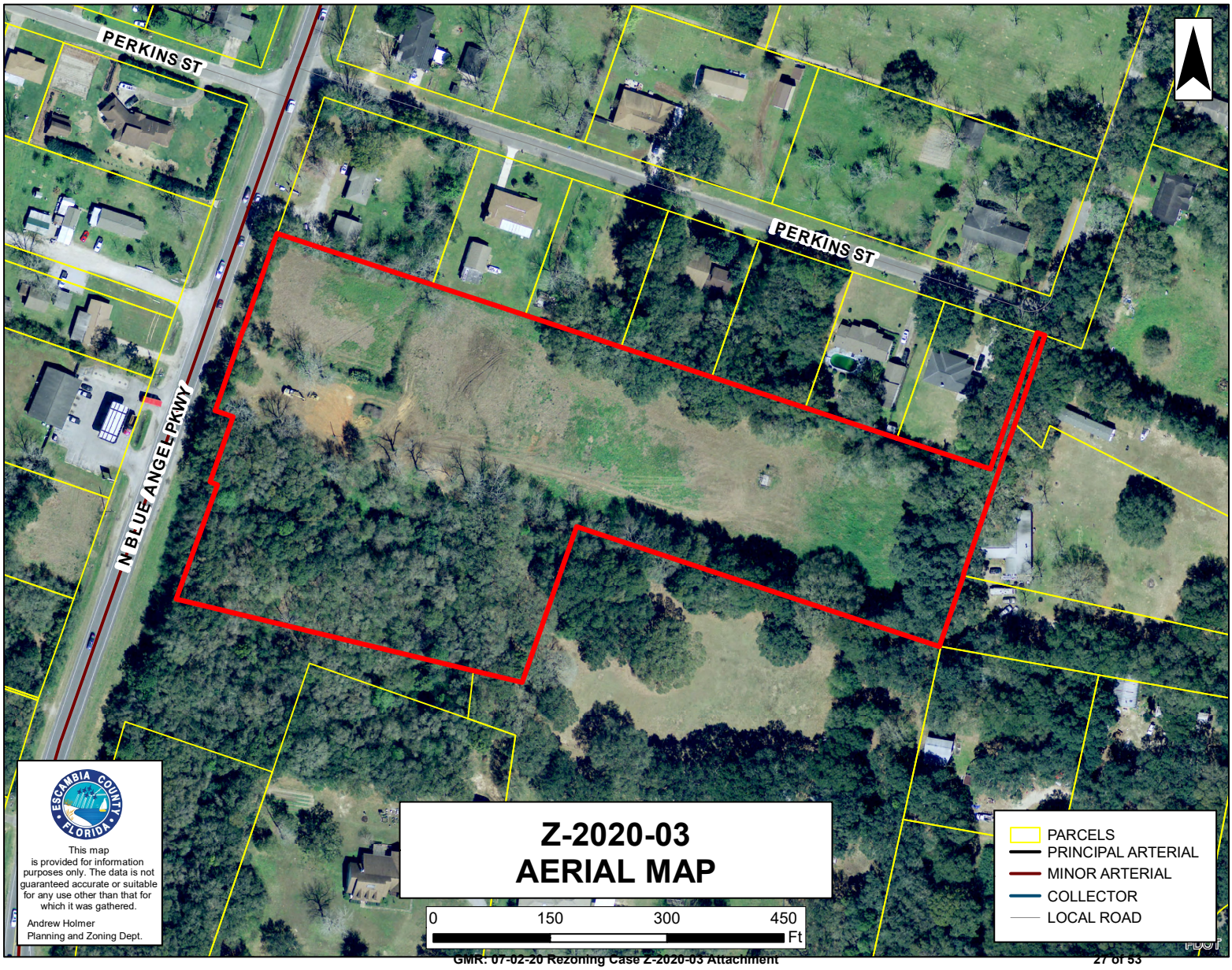
Andrew Holmer
Planning and Zoning Dept.


PERKINS ST
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N BLUE ANGEL PKWY
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
Z-2020-03
AERIAL MAP
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD



Public Hearing Sign



Looking onto property



Another view of property



Looking across Blue Angel from subject property



Looking south along Blue Angel from subject property



Looking north along Blue Angel from subject property

HAMMOND ENGINEERING, INC.
Florida Certificate of Authorization No. 00009130
Alabama Certificate of Authorization No. 3277

February 24, 2020

Mrs. Allyson Lindsay
Planning Board Coordinator
Development Services Bureau
3363 West Park Place
Pensacola, Florida 32505

Reference: 5250 Blue Angel Parkway
HEI Project No. 19-024

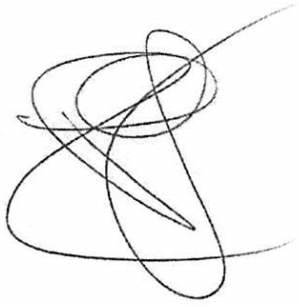
Dear Allyson:

The above referenced parcels currently have a zoning of LDR and has not been developed. The parcel is located at 5250 Blue Angel Parkway in Escambia County, FL. We request the parcels be re-zoned to MDR.

We have attached all of the required items listed on the re-zoning application. Please review these items and provide the county's findings at your earliest convenience. Should you have questions or comments, please give us a call.

Sincerely,

HAMMOND ENGINEERING, INC.



Thomas G. Hammond, Jr., PE.
President

Attachments

3802 North "S" Street PENSACOLA, FL 32505
850 434 2603 850 434 2650 FAX TOM@SELANDDESIGN.COM

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: (850) 595-3475 • Fax: (850) 595-3481
http://myescambia.com/business/ds

Rezoning Application

FOR OFFICE USE ONLY - Case Number: Z-2020-03 Accepted by: A. Lindsay PB Meeting: 4/7/2020

1. **Contact Information:**

   A. Property Owner/Applicant: FORREST HOMES & STEEL CONSTRUCTION INC.

   Mailing Address: 10901 LILLIAN HWY PENSACOLA, FL 32506

   Business Phone: 850-572-4588 Cell: 850-572-4588

   Email: CLASSICC12@AOL.COM

   B. Authorized Agent (if applicable): Tom Hammond

   Mailing Address: 3802 North S Street, Pensacola, FL 32505

   Business Phone: 850-434-2603 Cell: 850-554-9389

   Email: tom@selanddesign.com

   Note: *Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.*

2. **Property Information:**

   A. Existing Street Address: 5250 Blue Angel Parkway

   Parcel ID (s): 36-2S-31-1007-000-000 & 36-2S-31-1007-000-001

   B. Total acreage of the subject property: 7.51

   C. Existing Zoning: LDR

   Proposed Zoning: MDR; explain why necessary and/or appropriate appropriate due to existing MDR zoned properties and other urban type developments within 500' of the subject property and subject parcels are located along an arterial roadway where denser type residential development is preferred.

   FLU Category: MU-S

D. Is the subject property developed (if yes, explain): vacant & undeveloped

E. Sanitary Sewer: X Septic: _____

3. Amendment Request

Approval conditions. The applicant has the burden of presenting competent substantial evidence to the reviewing board establishing that the requested zoning district would contribute to or result in a logical and orderly development pattern. The appropriate surrounding area within which uses and conditions must be considered may vary with those uses and conditions and is not necessarily the same area required for mailed notification. A logical and orderly pattern shall require demonstration of each of the following conditions:

Please address *ALL* the following approval conditions for your rezoning request. (use supplement sheets as needed)

a. Consistent with Comprehensive Plan. The proposed zoning is consistent with the future land use (FLU) category as prescribed in LDC Chapter 3, and with all other applicable goals, objectives, and policies of the Comprehensive Plan. If the rezoning is required to properly enact a proposed FLU map amendment transmitted for state agency review, the proposed zoning is consistent with the proposed FLU and conditional to its adoption.

PLEASE SEE ATTACHED

b. Consistent with zoning district provisions. The proposed zoning is consistent with the purpose and intent and with any other zoning establishment provisions prescribed by the proposed district in Chapter 3

PLEASE SEE ATTACHED

c. **Compatible with surroundings.** All of the permitted uses of the proposed zoning, not just those anticipated by the rezoning applicant, are compatible, as defined in Chapter 6, with the surrounding uses. The uses of any surrounding undeveloped land shall be considered the permitted uses of the applicable district. Compatibility is not considered with potential conditional uses or with any nonconforming or unapproved uses. Also, in establishing the compatibility of a residential use, there is no additional burden to demonstrate the compatibility of specific residents or activities protected by fair housing law.

PLEASE SEE ATTACHED

d. **Appropriate if spot zoning.** Where the proposed zoning would establish or reinforce a condition of spot zoning as defined in Chapter 6, the isolated district would nevertheless be transitional in character between the adjoining districts, or the differences with those districts would be minor or sufficiently limited. The extent of these mitigating characteristics or conditions demonstrates an appropriate site-specific balancing of interests between the isolated district and adjoining lands.

As per LDC Chapter 6, Spot Zoning is: *Zoning applied to an area of land, regardless of its size, that is different from the zoning of all contiguous land. Such isolated or "spot" zoning is usually higher in its density or intensity of use than the adjoining zoning and may, therefore, extend privileges not generally extended to property similarly located in the area. Spot zoning is not by itself prohibited, but due to its potentially adverse impacts on adjoining zoning it carries a higher burden of demonstration that, if authorized, it will contribute to or result in logical and orderly development*

PLEASE SEE ATTACHED

e. **Appropriate with changed or changing conditions.** If the land uses or development conditions within the area surrounding the property of rezoning have changed, the changes are to such a degree and character that it is in the public interest to allow new uses, density, or intensity in the area through rezoning; and the permitted uses of the proposed district are appropriate and not premature for the area or likely to create or contribute to sprawl.

PLEASE SEE ATTACHED

4. **Please complete the following Forms: Concurrency Determination Acknowledgement and Affidavit of Owner/Limited Power of Attorney (if applicable).**

CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Property Reference Number(s): 36-2S-31-1007-000-001 & 36-2S-31-1007-000-000

Property Address: 5250 BLUE ANGEL PARKWAY

I/We acknowledge and agree that no future development for which concurrency of required facilities and services must be certified shall be approved for the subject parcel(s) without the issuance of a certificate of concurrency for the development based on the actual densities and intensities proposed in the future development's permit application.

I/We also acknowledge and agree that approval of a zoning district amendment (rezoning) or Future Land Use Map amendment does not certify, vest, or otherwise guarantee that concurrency of required facilities and services is, or will be, available for any future development of the subject parcels.

I/We further acknowledge and agree that no development for which concurrency must be certified shall be approved unless at least one of the following minimum conditions of the Comprehensive Plan will be met for each facility and service of the County's concurrency management system prior to development approval:

a. The necessary facilities or services are in place at the time a development permit is issued.

b. A development permit is issued subject to the condition that the necessary facilities and services will be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

c. For parks and recreation facilities and roads, the necessary facilities are under construction at the time the development permit is issued.

d. For parks and recreation facilities, the necessary facilities are the subject of a binding executed contract for the construction of the facilities at the time the development permit is issued and the agreement requires that facility construction must commence within one year of the issuance of the development permit.

e. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, F.S., or as amended, or an agreement or development order issued pursuant to Chapter 380, F.S., or as amended. For wastewater, solid waste, potable water, and stormwater facilities, any such agreement will guarantee the necessary facilities and services to be in place and available to serve the new development at the time of the issuance of a certificate of occupancy.

f. For roads, the necessary facilities needed to serve the development are included in the first three years of the applicable Five-Year Florida Department of Transportation (FDOT) Work Program or are in place or under actual construction no more than three years after the issuance of a County development order or permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 17 DAY OF January, YEAR OF 2020.

Signature of Property Owner	Printed Name of Property Owner	Date
TD Edgar	TD Edgar	1-17-20

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY

(if applicable)

As owner of the property located at 5250 Blue Angel Parkway, Pensacola _____, Florida, property reference number(s) 36-2S-31-1007-000-000 & 36-2S-31-1007-000-0(_____ I hereby designate Thomas G Hammond Jr, PE _____ for the sole purpose of completing this application and making a presentation to the Planning Board and the Board of County Commissioners to request a rezoning on the above referenced property. This Limited Power of Attorney is granted on this 17 day of January the year of, 2020, and is effective until the Board of County Commissioners or the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Bureau.

Agent Name: Thomas G Hammond, Jr, PE Email: tom@selanddesign.com

Address: 3802 North S Street, Pensacola, FL 32505 Phone: 850-434-2603

F B Edgar	F B Edgar	1-17-20
Signature of Property Owner	Printed Name of Property Owner	Date
Signature of Property Owner	Printed Name of Property Owner	Date

STATE OF Florida COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17 day of January 20 20, by F. B. Edgar.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

	Ryan Sieg
Signature of Notary	Printed Name of Notary

RYAN SIEG
MY COMMISSION # GG 919916
EXPIRES: December 1, 2023
Bonded Thru Notary Public Underwriters

(Notary Seal)

5. Submittal Requirements

A. _____ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. _____ Application Fees: To view fees visit the website: http://myescambia.com/business/ds/planning-board or contact us at 595-3547

Note: Application fees include a $5 technical fee. Cost of the public notice mailing is to be borne by the applicant. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted (a 3% fee will be added for credit card payments).

C. _____ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND** a Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

D. _____ Compatibility Analysis (if applicable): If the subject property does not meet the roadway requirements of Locational Criteria, a compatibility analysis prepared by the applicant is required to provide substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria. (See "Documented Compatibility" within the request zoning district of the LDC.)

E. _____ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

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

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

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

4) I authorize County staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection and authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County staff; and

5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Bureau.

	Thomas G Hammond Jr, PE	1/17/2020
Signature of Owner/Agent	Printed Name Owner/Agent	Date
F B Edgar	F B Edgar	1-17-20
Signature of Owner	Printed Name of Owner	Date

STATE OF Florida COUNTY OF Escambia The foregoing instrument was acknowledged before me this 17 day of January 2020, by F. B. Edgar.

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

	Ryan Sieg
Signature of Notary	Printed Name of Notary

(Notary seal) RYAN SIEG MY COMMISSION # GG 919916 EXPIRES: December 1, 2023 Bonded Thru Notary Public Underwriters

Property Reference Numbers
36-2S-31-1007-000-001
36-2S-31-1007-000-000

Re-zoning Criteria

A. Consistency with the Comprehensive Plan

The parcel is located in the Mixed Use- Suburban (MU-S) Future Land Use District which allows for commercial and residential uses as stated in the Comprehensive Plan, Chapter 7, FLU 1.3.1
FLUM Mixed-Use Suburban (MU-S)
General Description: Intended for a mix of residential and non-residential uses While promoting compatible infill development and the separation of urban and suburban land uses.
Range of Allowable Uses: Residential, retail sales & services, professional office, recreational facilities, public and civic, limited agriculture.
Standards:
Residential Maximum Density: 25 du/acre
Non-Residential Minimum Intensity: None
Maximum Intensity: 1.0 Floor Area Ratio (FAR)
Escambia County intends to achieve the following mix of land uses for new development within ¼ mile of arterial roadways or transit corridors by 2030:
a) Residential 8% to 25%
b) Public/Rec/Inst. 5% to 20%
c)Non-Residential:
Retail Service-30% to 50%
Office-25% to 50%
In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:
a) Residential 70% to 85%
b) Public/Rec/Inst. 10% to 25%
c)Non-Residential 5% to 10%

The proposed re-zoning is consistent with the Comprehensive Plan.

B. Consistency with Zoning District provisions

The proposed re-zoning of the subject parcel to MDR (Medium Density Residential) meets the LDC, Article 1, Section 3-1.3 (h):

ZONING DISTRICT Specific distribution and extent of uses	FUTURE LAND USE (FLU) CATEGORY General distribution and extent of uses								
	AG max 1du/20ac max 0.25 FAR	RC max 2du/ac max 0.25 FAR	MU-S max 25du/ac max 1.0 FAR	MU-U max 25du/ac max 2.0 FAR	C Limited res max 25du/ac max 1.0 FAR	I No res allowed max 1.0 FAR	P No res allowed	REC No res allowed max 0.5 FAR	CON No res allowed
Agr max 1du/20ac	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RR max 1du/4ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
RMU max 2du/ac	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDR max 4du/ac	No, max density	No, max density	Yes	No, uses	No, uses	No, uses	No, uses	No, uses	No, uses
LDMU max 7du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
MDR max 10du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDR max 18du/ac	No, max density	No, max density	Yes	Yes	No, uses	No, uses	No, uses	No, uses	No, uses
HDMU max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, uses	No, uses	No, uses	No, uses
Com max 25du/ac	No, max density	No, max density	Yes	Yes	Yes	No, res use	No, uses	No, uses	No, uses
HC/LI FLU-restricted max 25du/ac	No, uses	No, uses	No, uses	Yes	Yes	Yes	No, uses	No, uses	No, uses
Ind No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	No, uses	No, uses	No, uses
Rec No res allowed	Yes	Yes	Yes	Yes	Yes	No, uses	Yes	Yes	No, uses
Con No res allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pub No res allowed	No, uses	No, uses	No, uses	No, uses	No, uses	Yes	Yes	No, uses	No, uses

For every combination of zoning district and FLU category represented by the table, "Yes" indicates the zoning is consistent with the FLU. "No" indicates zoning inconsistency with the FLU, primarily for the reason noted.

(Ord. No. 2015-56, § 1, 12-10-2015)

Supp 3

LDC 3:7

Also, LDC Chapter 3, Article 2, Section 3-2.7(f) states:
Rezoning to MDR.
Medium Density Residential zoning maybe established only within the Mixed-Use Suburban (MU-S) and Mixed-Use Urban (MU-U) future land use categories. The district is suitable for suburban or urban areas with central water and sewer and developed street networks. The district is appropriate to provide transitions between areas zoned or used for low density residential and areas zoned or used for high density residential or mixed-use.

The proposed re-zoning is consistent with the Land Development Code.

C. Compatibility with surroundings

The parcels are bordered by LDR zoned parcels on the north, south, and east boundary lines. There is MDR zone parcels across Blue Angel Parkway slightly south of the subject parcels.

The subject parcels are directly across the street from a mobile home park. Also, there is a convenience store across the street adjoining the mobile home park to the south. All the other surrounding parcels appear to be single family detached residential uses.

It is common planning practice to have more dense residential developments near commercial corridors/uses and less dense residential districts.

The proposed re-zoning is compatible with the surrounding uses.

D. Appropriate if Spot Zoning

The proposed rezoning would result in spot zoning as defined in chapter 6 of the LDC. However, the proposed zoning to MDR would be minor and sufficiently limited as follows:

> The proposed rezoning would allow for 50' wide single-family residential lots where the existing zoning allows for 60' wide single-family residential lots.
>
> There are NO uses allowed in the MDR zoning district that are not also allowed in the current LDR zoning district.

The proposed re-zoning would result in a logical and orderly development.

Proposed re-zoning would create an appropriate "spot zoning" situation.

E. Appropriate with changed or changing conditions

We are not aware of any known or changed conditions that would affect the proposed rezoning request.

Chris Jones, CFA

Escambia County Property Appraiser

221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: http://www.escpa.org

Date Received ____/____/____

Received by: _____

Total Number of Pages: _____
(including required attachments)

IMPORTANT NOTICE

Pursuant to Florida Statute 197.192, the Property Appraiser's Office will not split or combine parcels until all taxes due have been paid to the Tax Collector's Office.

It should be noted that a Combination or Split request processed by the Property Appraiser's Office ***is for taxing purposes*** only and does not imply legality of the land division being requested, nor the legality for such parcel(s) to be conveyed via land title, nor the suitability for such parcel(s) to be developed. Applicants should contact the appropriate land development, zoning and planning agency within your jurisdiction for questions concerning current and future property development regulations.

EXEMPT and NON-EXEMPT PROPERTIES AFFECTED BY ASSESSMENT LIMITATION

[Note: If this section is not completed, the request will not be processed.]

I or We, understand that combining or splitting property may affect the property's capped value resulting in an increase in my/our property taxes.
If I or We desire to reverse the process in the future, the "cap value" will not be restored to its former value.

I or We, understand that combining additional lands to a parcel that is currently benefiting from a homestead or an institutional exemption ***will not decrease parcel value.*** The existing "cap" will remain on the parcel with the original exemption. According to Florida Statutes, the newly added parcel's cap will reset at full market value. This will result in taxes based on full market value.

I or We acknowledge that I/we have read the foregoing cautionary message and do hereby acknowledge I/we understand the requirements and consequences of this request by initialing and printing my/our names as designated below:

Initials	Printed Name of Owner	Initials	Printed Name of Owner
JDE	FB Edgerton		
Initials	Printed Name of Owner	Initials	Printed Name of Owner

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

Chris Jones, CFA

Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: http://www.escpa.org

Parcel Split-Out and Combination Request

Owner Name(s): PETE B Edgar

Combination Request

Parcel Status	Exempt	Code	Reference Number	Account Number
☒ Vac ○ Imp	Yes / No	_____	36.2S.31.1007-000.001	_____
☒ Vac ○ Imp	Yes / No	_____	36.2S.31.1007.000000	_____
○ Vac ○ Imp	Yes / No	_____	_____	_____

Split-Out Request

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
○ Vac ○ Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
○ Vac ○ Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Notes:

_____

_____

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: http://www.escpa.org

Zoning Review

*[Note: If this section is not completed by the appropriate agency, the request **will not** be processed.]*

As an agent of the appropriate jurisdictional agency where the parcel(s) exist in Escambia County Florida, I have reviewed this request from the parcel owner(s) and made the following determination:

☐ *The Split Request is consistent with current zoning for the affected parcel(s).*

☐ *The Split Request is **not** consistent with current zoning for affected parcels for the following reason(s):*

☒ *The Combination Request is consistent with current zoning for the affected parcel(s).*

☐ *The Combination Request is **not** consistent with current zoning for the affected parcels for the following reason(s):*

The information provided in this section does not constitute review or approval of any development or the confirmation of any development or land use rights for the affected parcels. Additional information on these issues may be obtained by contacting the County or City planning agencies at the addresses and telephone numbers below.

☒ ***Escambia County Planning and Zoning***
3363 West Park Place
(850) 595-3475

○ ***City of Pensacola Planning Division***
222 West Main Street, 5th Floor, City Hall
(850) 435-1670

Agent: By: Allyson Lindsay — ***Title:*** Urban Planner II
Signature

Allyson Lindsay — ***Date:*** 2/13/2020
Print Name

malindsay@myescambia.com — ***Phone:*** 595-3547
Email Address

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

Prepared by and return to:
Tina M. Wiles

Emerald Coast Title, Inc.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223
File Number: 19-14048
Will Call No.: SF

[Space Above This Line For Recording Data]

Trustee's Deed

This Trustee's Deed made this 16th day of January, 2020 between Leon B. Hirsh, as Trustee of the Amended and Restated James H. Sasser Trust dated June 3, 2009, grantor, and Forrest Homes & Steel Construction, Inc., a Florida Corporation whose post office address is 10901 Lilian Hwy, Pensacola, FL 32506, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF ALEXANDER LOVE GRANT, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 18 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRANT FOR A DISTANCE OF 1319.97 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF PERKINS STREET (50' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRAND FOR A DISTANCE OF 421.59 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5344 AT PAGE 4689 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 71 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 489.82 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND; THENCE GO SOUTH 18 DEGREES 46 MINUTES 13 SECONDS WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 211.94 FEET; THENCE GO NORTH 75 DEGREES 50 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 456.40 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY (R/W WIDTH VARIES); THENCE GO NORTH 19 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 154.29 FEET; THENCE GO NORTH 70 DEGREES 37 MINUTES 15 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 10.00 FEET; THENCE GO NORTH 19 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 89.66 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 30 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 25.29 FEET; THENCE GO NORTH 19 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 232.13 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7660 AT PAGE 584 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 71 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE THEREOF AND AN EASTERLY PROJECTION FOR A DISTANCE OF 964.82 FEET; THENCE GO NORTH 18 DEGREES 43 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 185.00 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTH RIGHT OF WAY LINE OF PERKINS STREET; THENCE GO SOUTH 71 DEGREES 42 MINUTES 29 SECONDS EAST ALONG SAID THE SOUTH RIGHT OF WAY LINE OF SAID PERKINS STREET FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED I N A PORTION OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel Identification No. 362S311007000001 & 362S311007000000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

Witness Name: Tina M Wiles

Witness Name: Gerald McArthur

Leon B. Hirsh TTEE

Leon B. Hirsh, as Trustee

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 16th day of January, 2020 by Leon B. Hirsh, as Trustee of the Amended and Restated James H. Sasser Trust dated June 3, 2009, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Tina M Wiles

My Commission Expires: 10-25-2023

Notary Public State of Florida
Tina M Wiles
My Commission GG 911194
Expires 10/25/2023

BOUNDARY SURVEY WITH IMPROVEMENTS
OF A PORTION OF SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN DATUM 1983, STATE PLANE MAPPING ZONE FLORIDA NORTH (2403, LAMBERT PROJECTION AS ESTABLISHED ALONG THE EAST LINE OF THE SUBJECT PROPERTY HAVING A BEARING OF SOUTH 18 DEGREES 49 MINUTES 29 SECONDS WEST.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH HAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "X", OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0555 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 - 5J-17.055 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES OR REVISIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY FACSIMILE OR OTHER ELECTRONIC MEANS UNLESS FIRST CONFIRMED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.

DENOTES:

- ⊕ = 1/2" CAPPED IRON ROD, NUMBERED "1277 (PLACED)
- ○ = 1/2" CAPPED IRON ROD, ILLEGIBLE (FOUND)
- ● = 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊙ = 1" IRON PIPE, UNNUMBERED (FOUND)
- ■ = 4" SQUARE CONCRETE MONUMENT, UNNUMBERED (FOUND)

(D) = DEED INFORMATION
(F) = FIELD INFORMATION
R(M) = RECORD (MEASURED)
P.O.B. = POINT OF BEGINNING
O.R.- = OFFICIAL RECORD
Pgs. = PAGE

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.
NEW PARCEL CREATED AT THE CLIENT'S REQUEST
DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF ALEXANDER LOVE GRANT, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 18 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRANT FOR A DISTANCE OF 42.04 FEET TO THE NORTHEAST CORNER OF THE SOUTH RIGHT OF WAY LINE OF PERKINS STREET (50' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 18 DEGREES 49 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF THE ALEXANDER LOVE GRAND FOR A DISTANCE OF 42.04 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5344 AT PAGE 4684 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 71 DEGREES 06 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 1,164.82 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY; THENCE GO SOUTH 18 DEGREES 49 MINUTES 13 SECONDS WEST ALONG THE WEST LINE THEREOF FOR A DISTANCE OF 20.14 FEET; THENCE GO NORTH 75 DEGREES 50 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 494.40 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BLUE ANGEL PARKWAY (R/W WIDTH VARIES); THENCE GO NORTH 14 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 1,166.66 FEET; THENCE GO NORTH 71 DEGREES 31 MINUTES 51 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 54.24 FEET; THENCE GO NORTH 10 DEGREES 31 MINUTES 51 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 25.24 FEET; THENCE GO NORTH 14 DEGREES 22 MINUTES 45 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BLUE ANGEL PARKWAY FOR A DISTANCE OF 1,100.51

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

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

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **May 8, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – Z-2020-3**

TTO Staff has reviewed the Rezoning Case Z-2020-3 5250 Blue Angel Parkway (LDR to MDR), agenda item for the Planning Board meeting scheduled for June 2, 2020. Please see the below comments.

Blue Angel Parkway is a two-lane roadway with paved shoulders. Near the parcel in question, the traveling roadway width is approximately 23 feet with a right-of-way width of 86 feet.

FDOT has begun a feasibility study of this corridor to look at capacity issues on both Blue Angel Parkway and Pine Forest Road.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Blue Angel Parkway is classified as a Minor Arterial with a Maximum LOS of D and a corresponding daily volume threshold of 17,700. The daily traffic on this road was recorded as 22,000 for year 2019.

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

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Allyson Lindsay, Development Services Department

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6/2/20

Rezoning Quasi-judicial Hearing

Rezoning Case #: Z-2020-03

OR

Regular Planning Board Meeting

Agenda Item Number/Description:

_____ In Favor _____ Against

*Name: Robert Michelson

*Address: 5706 Perkins St. *City, State, Zip: 32526

Email Address: None Phone: 850 465 3444

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Development Services Department
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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-1-20

Rezoning Quasi-judicial Hearing OR **Regular Planning Board Meeting**

Rezoning Case #: Z 2020-03 **Agenda Item Number/Description:**

Did not speak, was not at meeting

_____ In Favor _____ Against spoke

*Name: CLAIR SOWERS & AMEILA GREENAWALT

*Address: 5501 PERKINS ST *City, State, Zip: PENSACOLA FL 32526

Email Address: _____ Phone: 850 380-5020

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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01/2016

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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(850) 595-3475 - Phone
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www.myescambia.com

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-1-2020

Rezoning Quasi-judicial Hearing
Rezoning Case #: 2020-03

OR

Regular Planning Board Meeting
Agenda Item Number/Description:

✓ In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Harburg dr City, State, Zip: Pen Fl

Email Address: _____ Phone: _____

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

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01/2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18135 **Growth Management Report 13. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/02/2020
Issue: 5:45 p.m. - Amendment to the Official Zoning Map
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

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

That the Board adopt an Ordinance to amend the Official Zoning Map to include the rezoning case heard by the Planning Board on June 1, 2020, and approved during the previous agenda item and to provide for severability, inclusion in the code, and an effective date.

BACKGROUND:

Rezoning case Z-2020-03 was heard by the Planning Board on June 1, 2020. Under the Land Development Code (LDC), the Board of County Commissioners reviews the record and the recommended order of the Planning Board and conducts a Public Hearing for adoption of the LDC Zoning Map Amendment.

As a means of achieving the Board's goal of "decreasing response time from notification of citizen needs to ultimate resolution," the Board is acting on both the approval of the Planning Board's recommendation and the LDC Map Amendment for this month's rezoning case.

The previous report item addresses the Board's determination regarding the Planning Board's recommendation. This report item addresses only the Public Hearing and adoption of the Ordinance amending the LDC Official Zoning Map.

BUDGETARY IMPACT:

No budgetary impacts are expected as a result of the recommended Board action.

LEGAL CONSIDERATIONS/SIGN-OFF:

A copy of the standardized Ordinance has initially been provided to the County Attorney's office for review regarding compliance with rezoning requirements in Florida Statutes and the Land Development Code.

PERSONNEL:

No additional personnel are anticipated for the implementation of this recommended Board action.

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board Chairman will need to sign the Ordinance to amend the Official Zoning Map.

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Development Code Official Zoning Map, will be filed with the Department of State following adoption by the Board.

This proposed Ordinance was prepared by the Development Services Department in coordination with the County Attorney's Office, and interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Draft Ordinance

ORDINANCE NUMBER 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART III OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED; AMENDING CHAPTER 3, ARTICLE 1, SECTION 3-1.3(b), THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Purpose and Intent.

The Official Zoning Map of Escambia County, Florida, as adopted by reference and codified in Part III of the Escambia County Code of Ordinances, the Land Development Code of Escambia County, Florida, as amended: Chapter 3, Article 1, Section 3-1.3(b), and all notations, references and information shown thereon as it relates to the following described real property in Escambia County, Florida, is hereby amended, as follows.

Case No.:	**Z-2020-03**
Address:	5250 Blue Angel Parkway
Property Reference No.:	36-2S-31-1007-000-000
Property Size:	7.66 (+/-) acres
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre)

Section 2. Severability.

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

Section 3. Inclusion in Code.

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by F.S. § 125.68; and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

DRAFT

Section 4. Effective Date.

This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED by the Board of County Commissioners of

Escambia County Florida, this _____day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

_____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18136 **Growth Management Report 13. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 07/02/2020
Issue: 5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2020-01
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:46 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map - SSA-2020-01

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the 2030 Future Land Use (FLU) Map for a Small Scale Amendment, SSA-2020-01, changing the FLU category of a parcel within Section 38, Township 2S, Range 30W, Parcel # 3100-000-000, totaling 1.88 (+/-) acres, located on Navy Boulevard, from Commercial (C) to Mixed-Use Suburban (MU-S).

BACKGROUND:
The small-scale amendment to the Future Land Use (FLU) map of the County proposes to change the FLU category of a parcel on a 1.88 (+/-) acres from Commercial (C) to Mixed-Use Suburban district. The parcel is currently vacant and the applicant's request is for the purpose of developing a residential complex with approximately 34 dwelling units on site, but due to the current Commercial FLU this would be limited. They are seeking Mixed-Use Suburban to be consistent with the Comprehensive Plan.

BUDGETARY IMPACT:
No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Kia Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

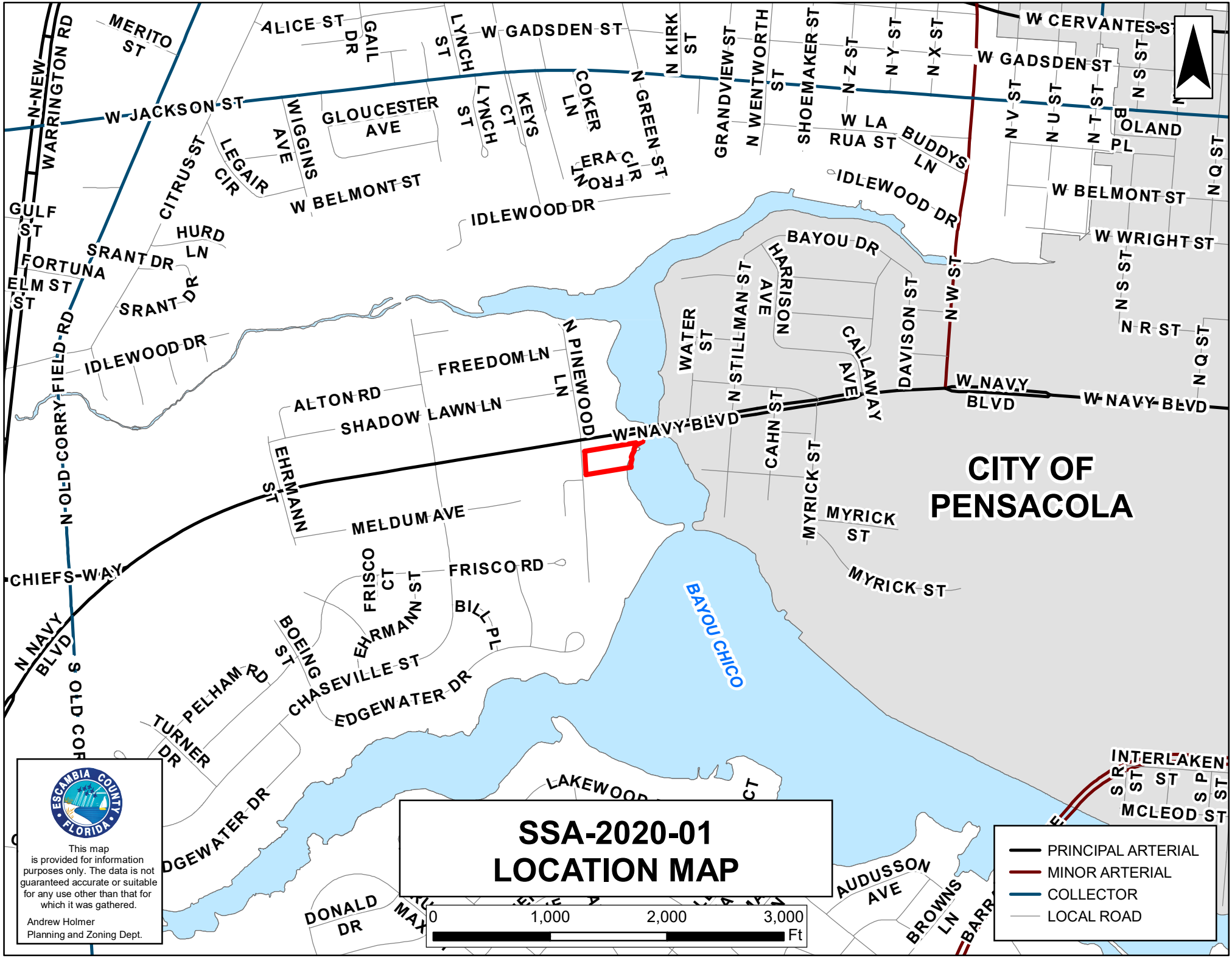
This Ordinance amending the FLUM of the Comprehensive Plan will be filed with the Department of State following adoption by the BCC. Implementation of this Ordinance will consist of an amendment to the FLUM and distribution of a copy of the adopted Ordinance to staff and interested citizens.

The proposed Ordinance was prepared by the Development Services Department, in cooperation with the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Working Case File
Draft Ordinance
Clean Ordinance

SSA-2020-01


SSA-2020-01
LOCATION MAP
CITY OF PENSACOLA
BAYOU CHICO
W NAVY BLVD
W JACKSON ST
W GADSDEN ST
W CERVANTES ST
W BELMONT ST
IDLEWOOD DR
W WRIGHT ST
N NAVY BLVD
CHIEFS WAY
N OLD CORRY FIELD RD
N NEW WARRINGTON RD
MERITO ST
ALICE ST
GAIL DR
LYNCH ST
KEYS CT
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N GREEN ST
N KIRK ST
GRANDVIEW ST
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BOLAND PL
W LA RUA ST
BUDDYS LN
GLOUCESTER AVE
WIGGINS AVE
LEGAIR CIR
CITRUS ST
GULF ST
FORTUNA
ELM ST
SRANT DR
HURD LN
FREEDOM LN
ALTON RD
SHADOW LAWN LN
N PINEWOOD LN
EHRMANN ST
MELDUM AVE
FRISCO RD
FRISCO CT
BILL PL
BOEING ST
CHASEVILLE ST
EDGEWATER DR
PELHAM RD
TURNER DR
LAKEWOOD
DONALD DR
AUDUSSON AVE
BROWNS LN
INTERLAKEN ST
MCLEOD ST
BAYOU DR
HARRISON AVE
N STILLMAN ST
WATER ST
CALLAWAY AVE
DAVISON ST
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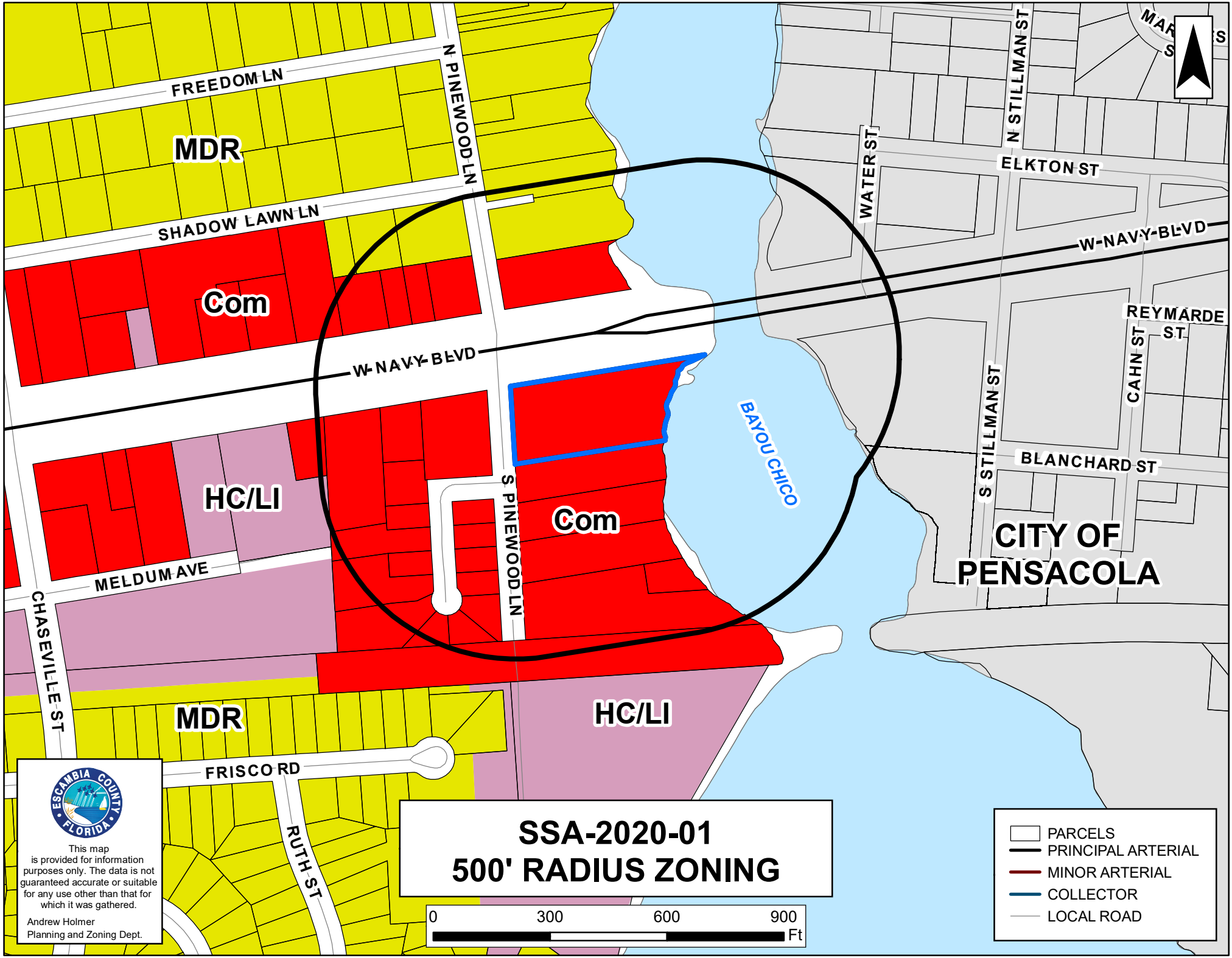
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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MELDUM AVE
CHASEVILLE ST
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RUTH ST
BAYOU CHICO
WATER ST
N STILLMAN ST
ELKTON ST
W NAVY BLVD
REYMARDE ST
CAHN ST
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BLANCHARD ST
CITY OF PENSACOLA
SSA-2020-01
500' RADIUS ZONING
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PARCELS
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
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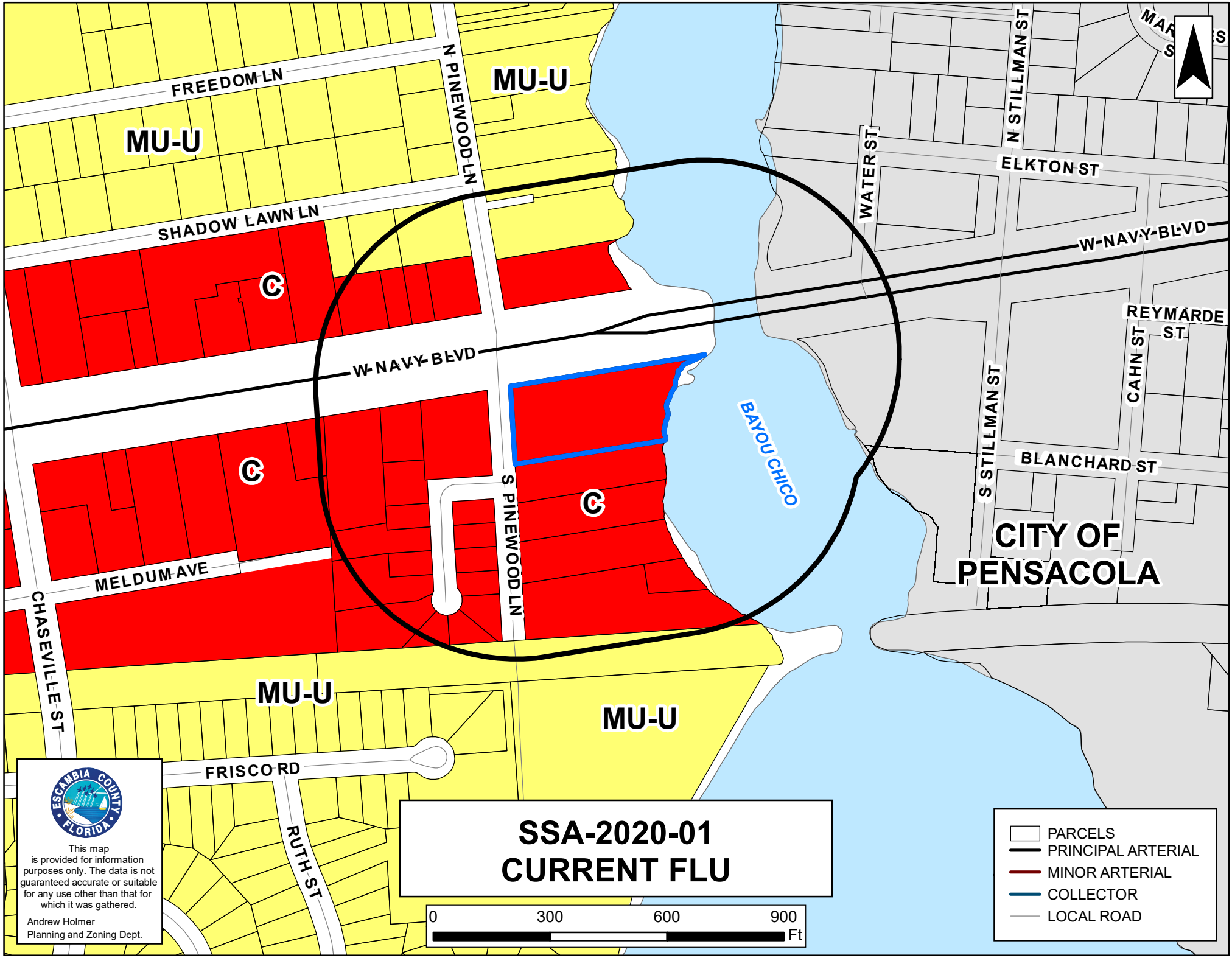
FREEDOM LN
N PINEWOOD LN
MU-U
MU-U
SHADOW LAWN LN
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MELDUM AVE
CHASEVILLE ST
MU-U
MU-U
FRISCO RD
RUTH ST
WATER ST
N STILLMAN ST
ELKTON ST
W NAVY BLVD
REYMARDE ST
CAHN ST
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BLANCHARD ST
BAYOU CHICO
CITY OF PENSACOLA
SSA-2020-01
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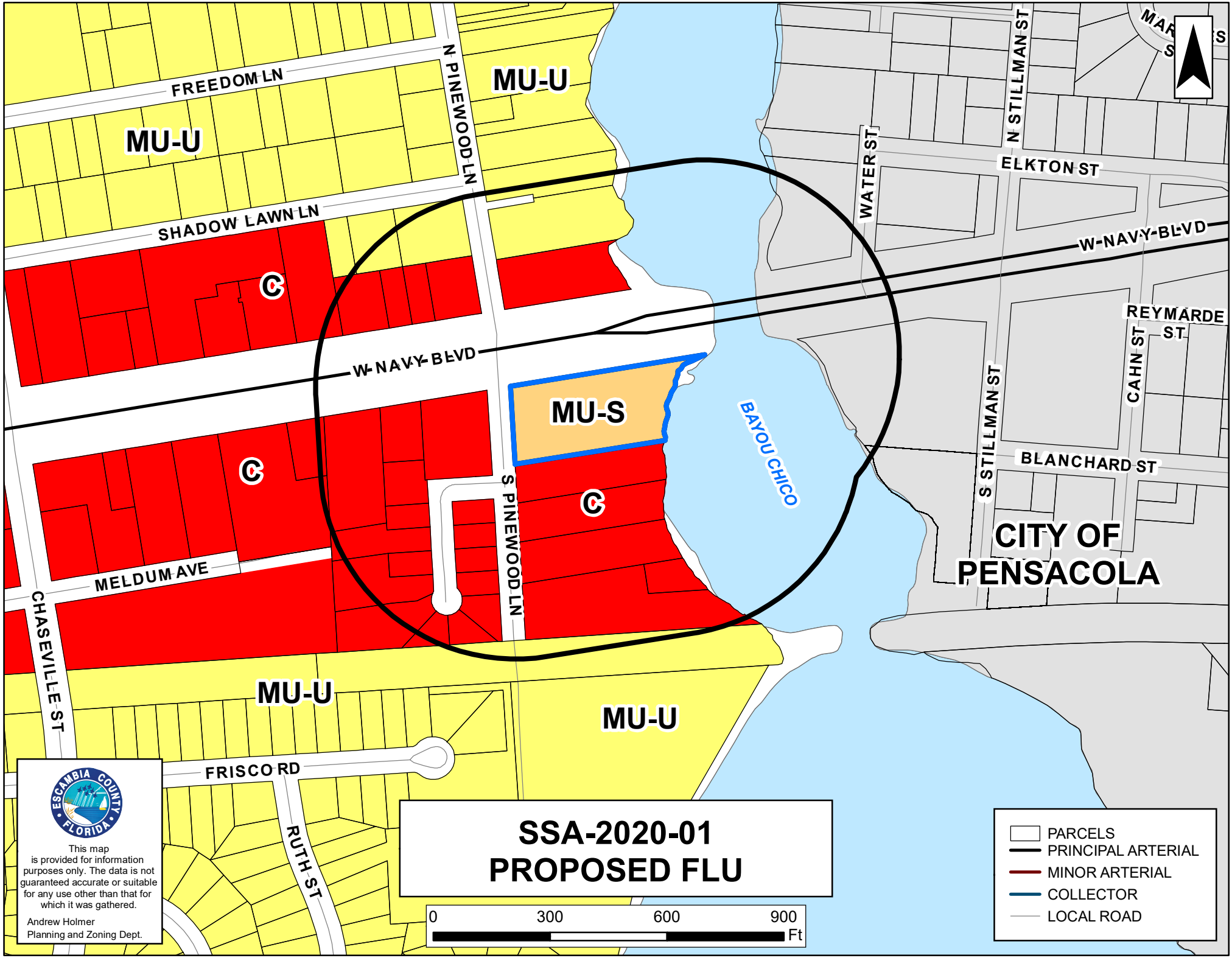
PRINCIPAL ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.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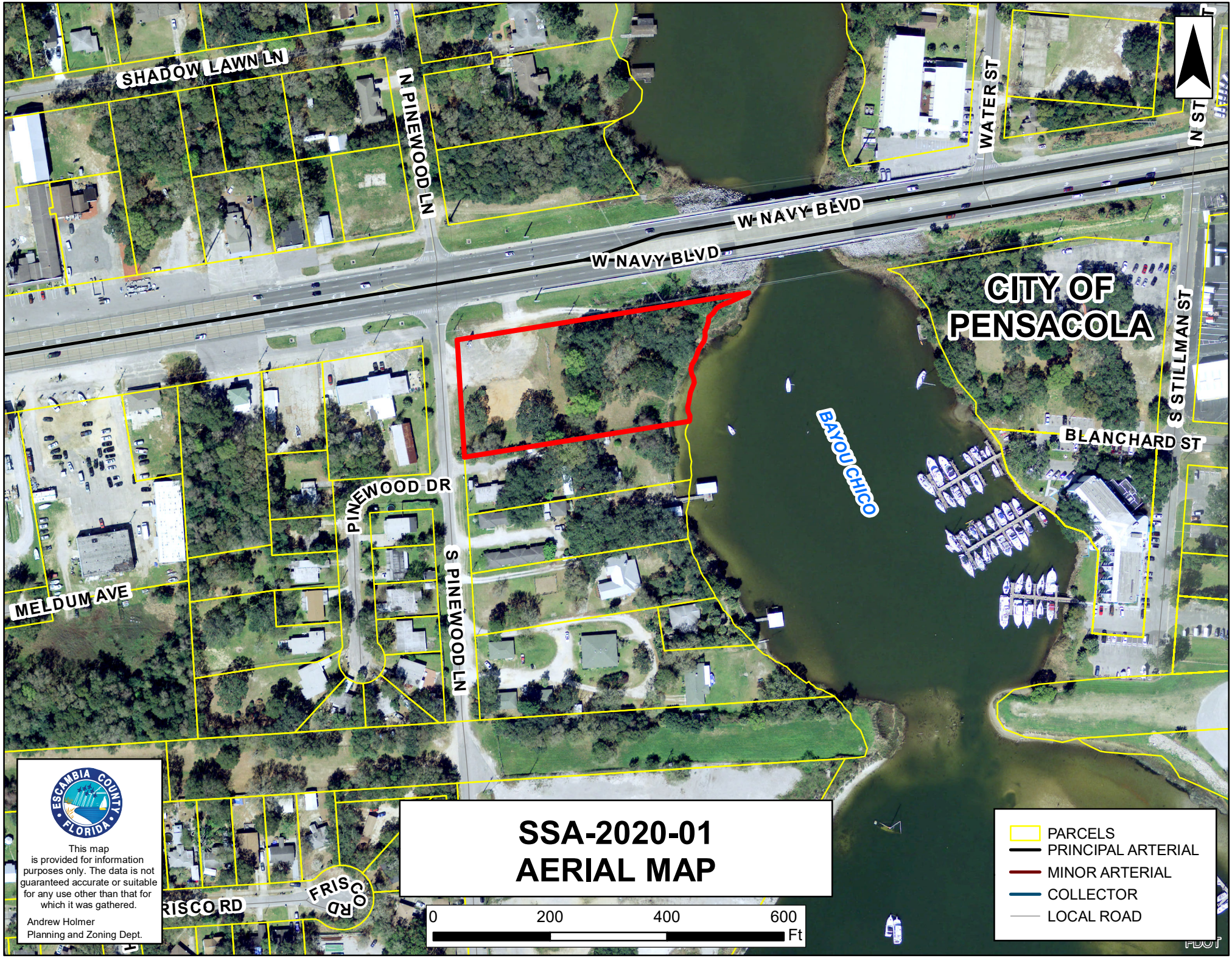
Planning and Zoning Dept.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PINEWOOD DR
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MELDUM AVE
FRISCO RD
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ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.
SSA-2020-01
AERIAL MAP
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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
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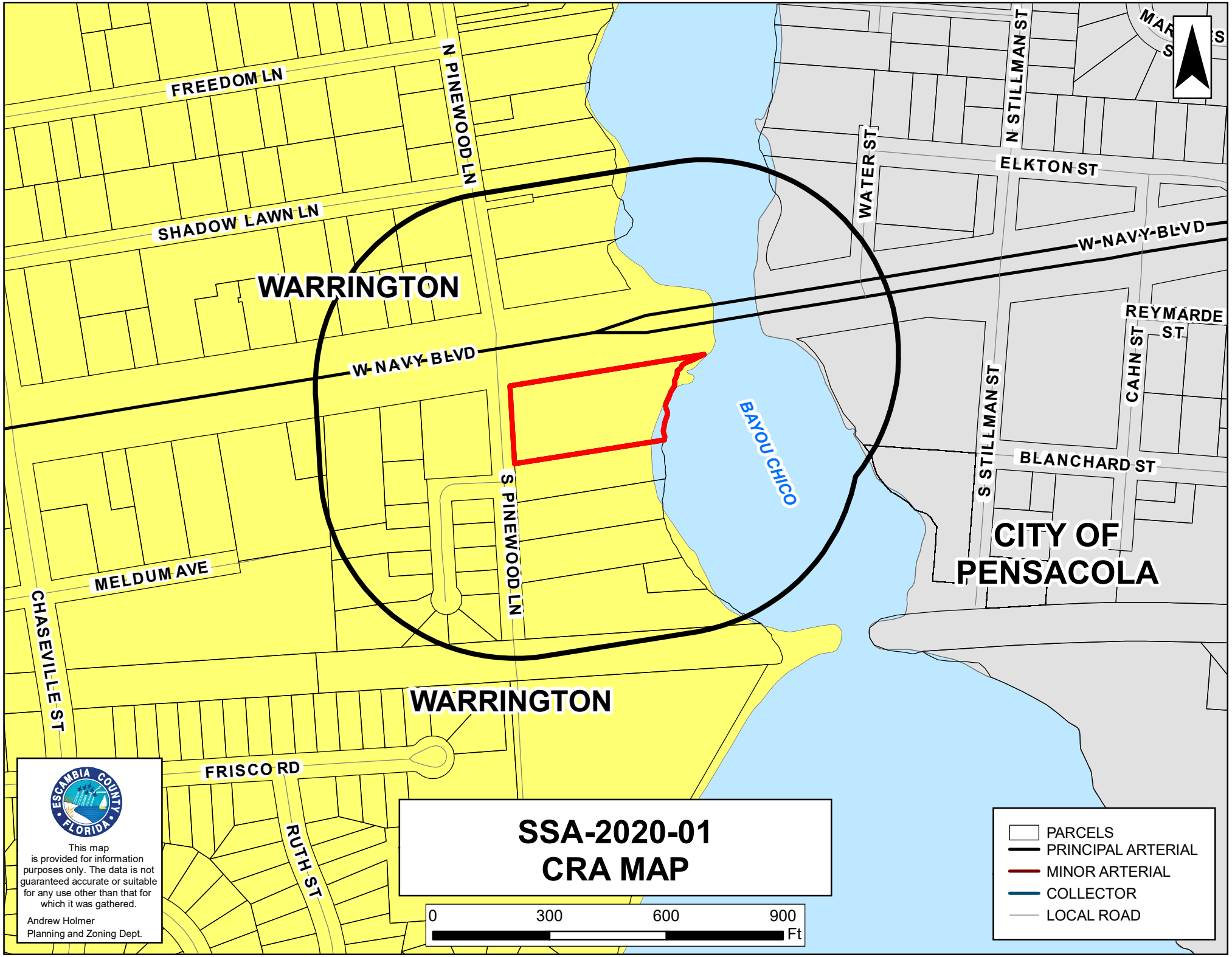
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MINOR ARTERIAL
COLLECTOR
LOCAL ROAD
ESCAMBIA COUNTY FLORIDA
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.
Andrew Holmer
Planning and Zoning Dept.



Notice of Public Hearing Future Land Use Change Sign



Looking south onto subject parcel
from Navy Blvd



Looking east from Navy Blvd



Looking west from Navy Blvd



Looking north onto subject parcel

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

March 19, 2020

Christina Smith
Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Re: Bayou Chico Development
Future Land Use Map (FLUM) Amendment Submittal Package
RBA Project No. 2019.199

Dear Christina:

Please find enclosed the Future Land Use Map (FLUM) Amendment Package for the above referenced project. The following items are included in the package for your review:

1) Owner: Bayou Chico, LLP c/o Kevin Hagen. Enclosed is a copy of the Escambia County Property Appraiser information to verify proof of ownership and the, current, Warranty Deep showing the owner of record.
2) The applicant requests to amend the Future Land Use Map from Commercial (Com) to Mixed-Use Suburban (MU-S) for the purpose of developing a mixed use residential complex with approximately 34 units.
3) One (1) copy of the Street Map depicting the general property location.
4) One (1) copy of the legal description of the exact property area proposed for a future land use map amendment, including (a) street address; (b) property reference number; (c) boundary survey; (d) total acreage requested for amendment.
5) One (1) copy of the Complete Data and Analysis
6) One (1) Check in the amount of $2,969.50
7) One (1) copy of the Survey
8) One (1) cd containing all of the above in .pdf format

If you have any questions or need any additional information, please call our office.

Sincerely,

Rebol-Battle & Associates, LLC

Patrick Hartman, EI

Enclosures

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

1. ✓ Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein).
2. ✓ Letter of request, including reason(s) for map amendment and desired future land use category
3. ✓ Completed Application which includes (Notarized Affidavit of Ownership and Authorization, Notarized Affidavit of Ownership and Limited Power of Attorney if agent will act in owner's behalf, and Concurrency Determination Acknowledgement.)
4. ✓ Proof of Ownership (Copy of Warranty Deed or Tax Notice) Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
5. ✓ Street Map depicting general property location
6. ✓ Legal Description of exact property area proposed for a future land use map amendment, including:
   - ___ Street Address
   - ___ Property Reference Number(s)
   - ___ Boundary Survey
   - ___ Total acreage requested for amendment
7. ✓ Land Use Map Amendment Application fee
8. ✓ Complete Data and Analysis (See applicable page herein)

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

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT ✓
LARGE SCALE FLU AMENDMENT _____

Current FLU: Com **Desired FLU:** MU-S **Zoning:** C **Taken by:** (dropped off) A.L.

Planning Board Public Hearing, date(s): TBD 06/01/20

BCC Public Hearing, proposed date(s): 07/02/20

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

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

Name: Bayou Chico LLP

Address:
730 Bayfront Parkway Suite 4B

City: Pensacola State: FL Zip Code: 32507

Telephone: (850) 530 - 4226

Email: kevin@hhbuildinggroup.com

DESCRIPTION OF PROPERTY:

Street address: 3611 Navy Blvd Pensacola, FL 32507

Subdivision:
Westerly Heights

Property reference number: Section 38 Township 2S Range 30

Parcel 3100 Lot Part 12 000 Block 3 000

Size of Property (acres) Approximately 1.88 acres

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

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

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

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

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

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

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

By James J. Reeves, GP — 3/11/2020

Signature (Property Owner) Printed Name Date

Jason Rebol — 3/11/2020

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

Address: 730 Bayfront Parkway Suite 4B

City: Pensacola State: FL Zip: 32502

Telephone (850) 438 - 4400 Fax # (850) 607 - 8971

Email: jjr@jjrfirm.com

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 11th day of March, year of 2020 by , James J. Reeves GP who ( ) did ( ) did not take an oath. He/she is (X) personally known to me, ( ) produced current Florida/Other driver's license, and/or ( ) produced current _____ as identification.

Kelly B. Hays

Signature of Notary Public Date Printed Name of Notary
My Commission Expires 10/11/2020 Commission No. GG 003059
(Notary seal must be affixed)

KELLY B. HAYS
Notary Public - State of Florida
Commission # GG 003059
My Comm. Expires Oct 11, 2020
Bonded through National Notary Assn.

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

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3611 Navy Blvd Pensacola, FL 32507, Pensacola, Florida, Property Reference Number(s) 38-2S-30-3100-000-000, I hereby designate Rebol-Battle & Ass. / Jason Rebol, for the sole purpose of completing this application and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the Board of County Commissioners, to request a change in the Future Land Use on the above referenced property.

This Limited Power of Attorney is granted on this 11th day of March, the year of 2020, and is effective until the Board of County Commissioners has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Planning and Zoning Department.

Bayou Chico LLP

03/11/2020 By: James J. Reeves, GP

Signature of Property Owner Date Printed Name of Property Owner

3/11/2020 Jason Rebol

Signature of Agent Date Printed Name of Agent

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of March, year of 2020, by James J. Reeves GP who ( ) did ( ) did not take an oath.

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

Kelly B. Hays 3/11/2020 Kelly B. Hays

Signature of Notary Public Date Printed Name of Notary Public

Commission Number GG 003059 My Commission Expires 10/11/2020

(Notary seal must be affixed)

KELLY B HAYS
Notary Public - State of Florida
Commission # GG 003059
My Comm. Expires Oct 11, 2020
Bonded through National Notary Assn.

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

FUTURE LAND USE MAP AMENDMENT APPLICATION
CONCURRENCY DETERMINATION ACKNOWLEDGMENT

Project name: Bayou Chico Development

Property reference #: Section 38 Township 2S Range 30

Parcel # 3100-000-000

Project Address: 3611 Navy Blvd Pensacola, FL 32507

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

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

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

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

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

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

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

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

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 11TH DAY OF March, 20 20

Bayou Chico LP
By James J. Reeves GP
Owner's signature **Owner's name (print)**

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

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

DATA AND ANALYSIS REQUIREMENTS

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

    A. Sanitary Sewer

    B. Solid Waste Disposal

    C. Potable Water

    D. Stormwater Management

    E. Traffic

    F. Recreation and Open Space

    G. Schools

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

2. Proximity to and impact on the following:

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

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

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

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

Chris Jones
Escambia County Property Appraiser

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference: 382S303100000000
Account: 074556000
Owners: BAYOU CHICO LLP
Mail: 730 BAYFRONT PARKWAY SUITE 4B PENSACOLA, FL 32502
Situs: 3611 NAVY BLVD 32507
Use Code: VACANT COMMERCIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$180,400	$1,432	$181,832	$181,832
2018	$180,400	$46,566	$226,966	$226,966
2017	$180,400	$43,565	$223,965	$223,965

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/02/2019	8211	183	$575,000	WD	View Instr
06/05/2018	7913	1434	$100	CT	View Instr
05/18/2017	7716	1267	$100	CJ	View Instr
03/2005	5593	1127	$550,000	WD	View Instr
10/1999	4481	1138	$400,000	WD	View Instr
07/1993	3390	393	$239,000	WD	View Instr
06/1991	3023	54	$100	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

BEG AT NE COR OF LT 12 BLK 3 WESTERLY HTS PB 2 P 14 N 79 DEG 25 MIN E ALG S LI OF BLVD 486 5/10 FT FOR POB S ON E LI...

Extra Features

ASPHALT PAVEMENT
CHAINLINK FENCE

Parcel Information

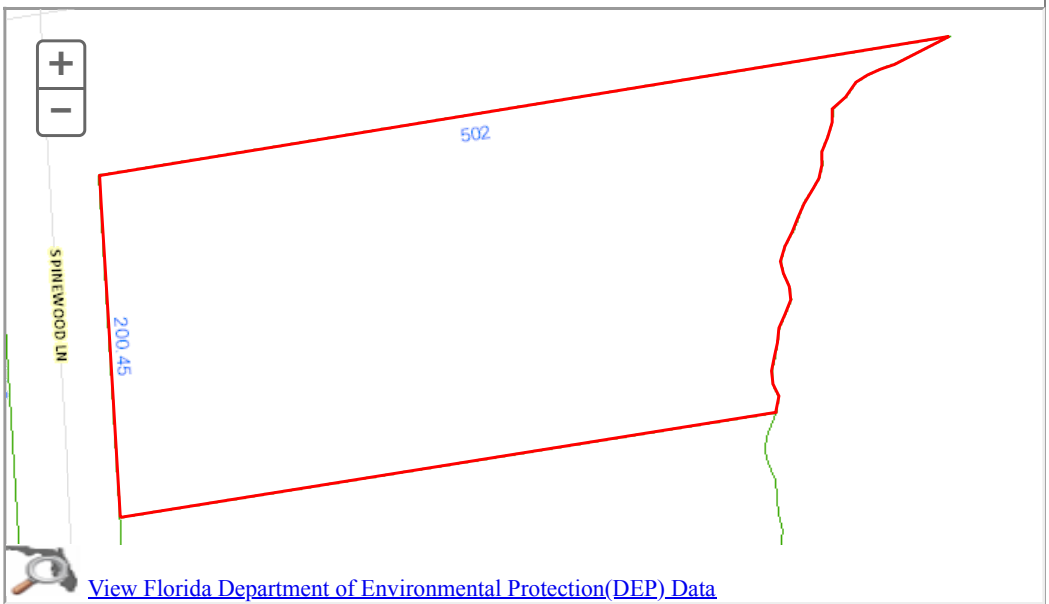
Launch Interactive Map

Section Map Id: CA161

Approx. Acreage: 1.9059

Zoned: Com

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Images



3/12/19

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

Last Updated:03/09/2020 (tc.42441)

Recorded in Public Records 12/6/2019 10:47 AM OR Book 8211 Page 183, Instrument #2019106659, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $4,025.00

This instrument prepared by:
A. Alan Manning, Esq.
CLARK PARTINGTON
Post Office Box 13010
Pensacola, Florida 32591-3010
CPH#19-0655

Parcel ID No.: 38-2S-30-3100-000-000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 9th day of December, 2019, by **BEACH COMMUNITY BANK**, whose address is 17 SE Eglin Parkway, Fort Walton Beach, Florida 32548 ("**Grantor**"), to **BAYOU CHICO LLP**, a Florida limited liability partnership, whose address 730 Bayfront Parkway, Suite 4B, Pensacola, Florida 32502 ("**Grantee**"):

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property situate in **Escambia County**, **Florida**, more particularly described as follows (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the Property is located within a subdivision; valid easements and mineral reservations of record affecting the Property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years.

Grantor hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Grantor hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has executed these presents causing its name to be signed by its duly authorized officer on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness Signature

LIZ MUNN
Witness Printed Name

Witness Signature

Elyssa Crandall
Witness Printed Name

BEACH COMMUNITY BANK

By: _____
Name: W. Scott McCormick
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 2nd day of December, 2019, by W. Scott McCormick, the Senior Vice President of **Beach Community Bank**, who on behalf of said bank is ~~(X)~~ is personally known to me or who has ( ) provided _____ as identification.

NOTARY PUBLIC
Commission number: GG 118397
My Commission expires: 9-19-21

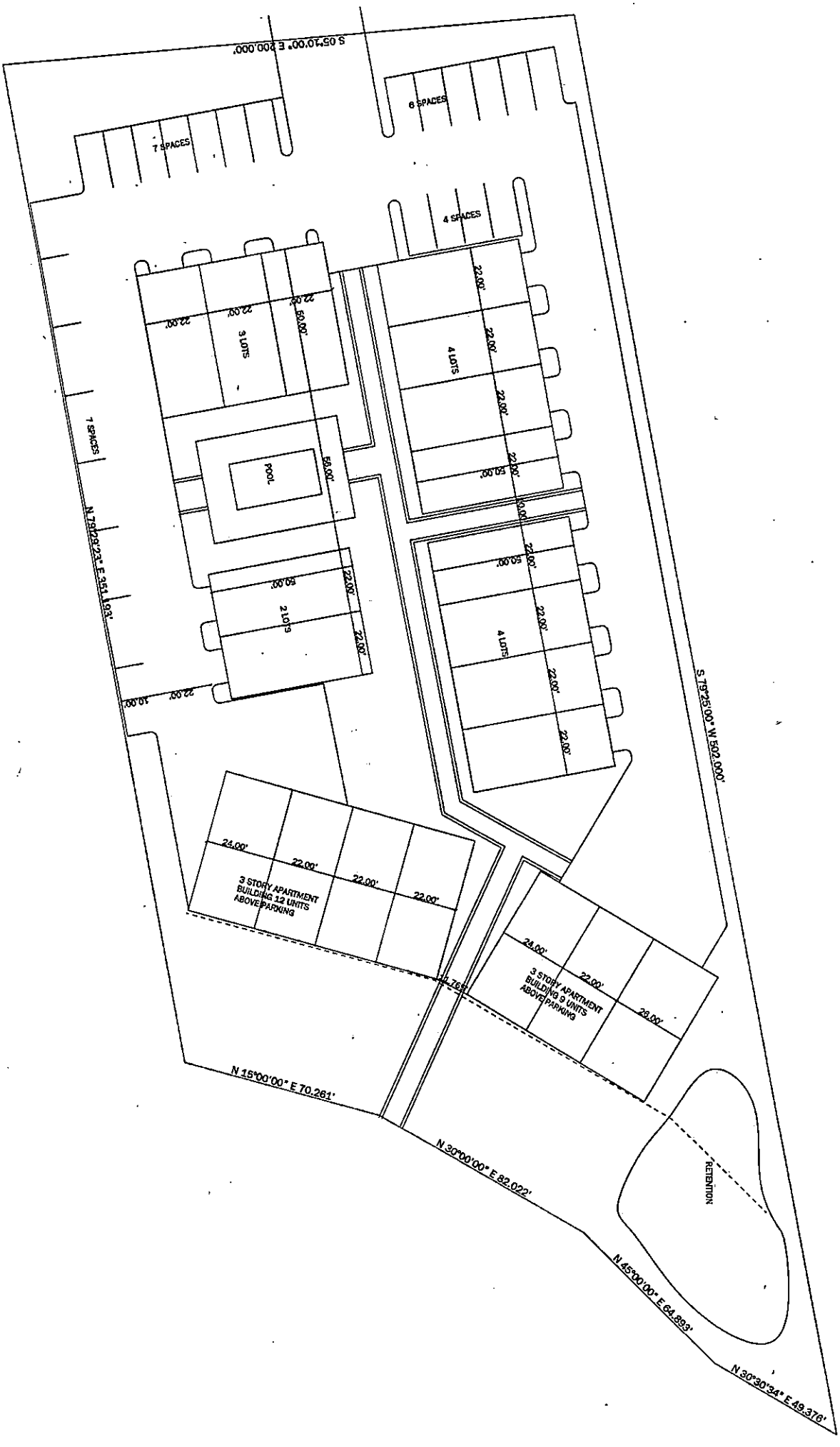
(NOTARIAL SEAL)

LIZ MUNN
Notary Public - State of Florida
My Commission Expires 9/19/2021
Commission # GG 118397

EXHIBIT "A"

The land referred to herein below is situated in the County of Escambia, State of Florida, and described as follows:

Commencing at a permanent reference monument at the Northeast corner of Lot 12, Block 3, Westerly Heights Subdivision, according to plat of said subdivision of record in Plat Book 2, at Page 14 of the Public Records of Escambia County, Florida, said point being in the South right-of-way line of Navy Boulevard, which was formerly Admiral Boulevard; thence run North 79 degrees 25 minutes East with the South right-of-way line of said Boulevard a distance of 486.5 feet for the Point of Beginning; said point being in the East right-of-way line of First Street of said Westerly Heights; thence run South 5 degrees 10 minutes East along the said East right-of-way line a distance of 200.45 feet; thence run North 79 degrees 25 minutes East and parallel with the said Navy Boulevard to the West line of the shore of Bayou Chico; thence run Northerly along the meandering of the shore of Bayou Chico to the South right-of-way line of said Navy Boulevard; thence run South 79 degrees 25 minutes West with said South right-of-way line a distance of 502 feet, more or less, to the Point of Beginning, all lying in Section 38, Township 2 South, Range 30 West, Escambia County, Florida.


S 05°10'00" E 200.000'
7 SPACES
6 SPACES
4 SPACES
3 LOTS
4 LOTS
2 LOTS
4 LOTS
POOL
7 SPACES
N 79°29'23" E 251.193'
S 79°25'00" W 502.000'
3 STORY APARTMENT BUILDING 12 UNITS ABOVE PARKING
3 STORY APARTMENT BUILDING 9 UNITS ABOVE PARKING
N 15°00'00" E 70.261'
N 30°00'00" E 82.022'
N 45°00'00" E 64.853'
N 30°30'34" E 49.376'
RETENTION

FUTURE LAND USE MAP (FLUM) AMENDMENT

For

Bayou Chico Development
Parcel ID: 38-2S-30-3100-000-000
Escambia County, Florida

March 2020

Prepared for:
Bayou Chico LLP
c/o Kevin Hagen

RBA Project No.: 2019.199

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

TABLE OF CONTENTS

1. Introduction 1
2. General Property Information 1
3. Compatibility Analysis 2
4. Public Facilities Impacts 2
   - 4.1 Sanitary Sewer 2
   - 4.2 Solid Waste Disposal 3
   - 4.3 Potable Water 3
   - 4.4 Stormwater Management 3
   - 4.5 Traffic 4
   - 4.6 Recreation and Open Space 4
   - 4.7 Schools 4
   - 4.8 Power 4
5. Environmental, Historical and Archeological Impacts 4
6. Consistency with Comprehensive Plan 5

SUPPLEMENTAL DOCUMENTS

A. Project Location, Existing Zoning Map, Existing Future Land Use Map, Proposed Future Land Use Map, Current Land Use Map, and Surrounding Roads Map
B. Emerald Coast Utilities Authority (ECUA) – Water and Sewer Availability Letter
C. Escambia County Schools Level of Service Determination (Source: Escambia County School District)
D. Wetland Maps (Source: Wetland Sciences, Inc.)
E. Historical & Archeological Data (Source: Florida Master Site File)
F. Power (Source: Gulf Power)

1. Introduction

This report provides a written request for a Future Land Use Map (FLUM) Amendment of Parcel Number 38-2S-30-3100-000-000 in Pensacola, Florida. The existing FLUM designation for the property is Commercial (Com). The desired FLUM Classification is Mixed-Use Suburban (MU-S). The parcel is zoned COM. This zoning district allows for multi-family developments. However the current FLU of Commercial (Com) requires a commercial component be included when developing a property. Since no commercial component is proposed, a FLU category more appropriate for multi-family developments is requested, (MU-S). This request is a less intensive category than exists currently.

2. General Property Information

PROPERTY ADDRESS:	3611 Navy Blvd
PARCEL ID #:	38-2S-30-3100-000-000
INTENDED PROPERTY USE:	Mixed-Use Residential
PROPERTY OWNER:	Bayou Chico LLP 730 BAYFRONT PARKWAY SUITE 4B Pensacola, FL 32507
DEVELOPER:	Bayou Chico LLP c/o Kevin Hagen
AUTHORIZED AGENT:	Jason Rebol Rebol-Battle & Associates 2301 N. 9th Ave., Suite 300 Pensacola, FL 32503
LEGAL DESCRIPTION:	See enclosed Boundary Survey
PROOF OF OWNERSHIP:	See enclosed Tax Ownership Documents
CURRENT ZONING:	Commercial (Com)
CURRENT FLU:	Commercial (Com)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 3611 Navy Blvd in Escambia County, in the south eastern corner of the intersection of Navy Blvd and Pinewood Lane. The parcel includes approximately 1.88 acres of property along the south side of Navy Blvd. Maps of the existing property are included in the “Supplemental Documents” section of this report.

The requested FLUM Amendment to MU-S would allow for development of up to twenty-five (25) dwelling units per acre for the site. The developer is anticipating construction of approximately 34 units which calculates to 18.1 dwelling units per acre (34 units ÷ 1.88 acres).

3. Compatibility Analysis

The correct FLU category of the property is Commercial (Com). The desired FLUM Category is Mixed-Use Suburban (MU-S). Existing properties adjacent to the subject property have the following FLUM designations:

Current FLUM Designations of Surrounding Properties

North:	Commercial (Com)
South:	Commercial (Com)
East:	N/A – east is Bayou Chico.
West:	Commercial (Com)

Maps of the above listed properties and their designations is included in the "Supplemental Documents" section of this report. The maps show the limits of the Commercial (Com) FLUM category. Outside of the adjacent properties, the surrounding areas along Navy Blvd are Commercial (COM) and Mixed-Use Urban (MU-U) outside of the Navy Blvd immediate properties.

Based on the surrounding property information, the proposed land use amendment is considered compatible with adjacent land uses.

4. Public Facilities Impacts

The desired Zoning and Future Land Use Map changes have been analyzed to determine what impacts the maximum development conditions would have to the various public facilities and infrastructure that currently exists and serves the site. As mentioned, the requested FLUM Amendment to MU-S would allow for development of up to twenty-five (25) dwelling units per acre for the site; however the developer is anticipating construction of a maximum 34 residential units (18.1 units/acre). The FLU requested and the proposed use is considered a reduction in intensity over the current FLU of Commercial.

The following analysis compares impacts to public facilities for current conditions and future conditions (years 2019 & 2030) based on the maximum density calculated (34 dwelling units)

4.1 Sanitary Sewer

The property is located within the Emerald Coast Utilities Authority (ECUA) service area for sanitary sewer collection. A sanitary force main will be installed on Navy Blvd to connect to an existing ECUA force main located on Navy Blvd. Construction of an on-site sanitary lift station and connection to the existing force main would be proposed if designed, permitted and approved by ECUA.

The estimated sanitary sewer demand for the maximum development conditions of 34 dwelling units is approximately 5,100 gallons per day (150 gallons per household per day x 34 households). The Emerald Coast Utilities Authority has indicated that they have the capacity to service the developed property. A copy of the ECUA water and sewer availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that ECUA has the necessary capacity to provide sanitary sewer collection service to the developed site. However, any proposed development at the subject property would require the proper review and approval from ECUA prior to service connection.

4.2 Solid Waste Disposal

Solid waste collection service for development of the subject property shall be provided by the Emerald Coast Utilities Authority. Disposal of solid waste in the region is routed to the Perdido Landfill in Cantonment, Florida. The landfill is operated by the Escambia County Department of Waste Management.

Projected solid waste for the proposed development can be estimated at 714 pounds per day (6ppc/day x 34 units x 3.5 persons per unit). This value is estimated for a 34 dwelling units and, according to ECUA and Escambia County officials, is within the population projections for the landfill. Any future development of the site will not adversely affect the County landfill Level of Service (LOS).

4.3 Potable Water

The property is located within the Peoples Water Service Company service area for potable water distribution. An existing water service main (6") is located along Navy Blvd and on S Pinewood Lane. Connection to the 6" water main is proposed.

The estimated potable water demand for the maximum development conditions of 34 dwelling units is approximately 5,100 gallons per day (150 gallons per apartment unit per day x 34 households). The Peoples Water Service Company has indicated that they have the capacity to service the developed property. A copy of the Peoples Water Service Company water availability letter in included in the "Supplemental Documents" section of this report.

According to the information listed above, it is determined that the Peoples Water Service Company has the necessary capacity to provide potable water service to the developed site. However, any proposed development at the subject property would require the proper review and approval from the Peoples Water Service Company prior to service connection.

4.4 Stormwater Management

Stormwater management systems shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection, the Florida Department of Transportation and the Northwest

Florida Water Management District. Current regulations require the site to obtain permitting through the State of Florida's Environmental Resource Permitting (ERP) program with design criteria that includes water quality and flood control devices which meet the current County and State requirements. The site stormwater system will be designed to attenuate a 100-yr storm event and treat the first 1" of runoff.

The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.

4.5 Traffic

The subject property includes approximately 502 feet of frontage along Navy Blvd and approximately 200 feet of frontage along Pinewood Lane. Access to the site shall be provided with a proposed connection to Pinewood Lane. Further review and analysis shall be required for the permitting of the future connection and the determination of any need for left/right turn lane additions.

4.6 Recreation and Open Space

Escambia County provides the community with a number of parks, recreation facilities and open spaces. The proposed FLUM amendment shall not exceed the capacity for such facilities however use of the existing County recreational facilities will be enjoyed by the residents of the proposed development.

4.7 Schools

The requested Future Land Use Map amendment would allow the same density of the existing property. The proposed development proposes 34 dwelling units which would generate a potential impact to Escambia County schools, however discussions with School Board officials revealed that schools within the County currently have the capacity for the proposed density. According to the Escambia County School District, the proposed project meets the level of service requirements of the Florida Statutes. A copy of the School District's "Level of Service Determination" letter is included in the "Supplemental Documents" section of this report.

4.8 Power

Gulf Power has confirmed infrastructure and service available to the property to service development under the requested FLU categories. See letter from Gulf Power included in the "Supplemental Documents" section of this report.

5. Environmental, Historical and Archeological Impacts

Environmental impacts to the existing property shall be minimal. The subject property size totals roughly 1.88 acres. No known wellheads are located near the property. Conversations with officials from both Escambia County and ECUA confirmed that no wellheads are in the

project vicinity. According to officials, the closest limits to a known wellhead is 0.75 miles north northwest of the property.

The portion of the site is developed with asphalt parking and one single story commercial building and a portion of the site is covered with sporadic trees. The site is currently used as a vacant commercial lot. The eastern property line of the site is Bayou Chico. A small dock is proposed.

The State of Florida Division of Historical Resources was contacted regarding the subject property. A preliminary historic and archeological investigation revealed a standing structure on site with no significant bridges, sensitive areas or other items of historical significance on or near the property. The discovery of such items is highly unlikely in the region. A copy of the correspondence received from the Florida Master Site File is included in the "Supplemental Documents" portion of this report.

6. Consistency with Comprehensive Plan

The following discussion demonstrates that the proposed Future Land Use Map amendment is consistent with the adopted Escambia County Comprehensive Plan (2030). Applicable sections from the Comprehensive Plan have been included with responses following each section.

GOAL CMS 1 CONCURRENCY MANAGEMENT SYSTEM: Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

> **RESPONSE:** *The proposed development is within the level of service provided by the County and the infrastructure will not be negatively impacted or degraded. In addition, the applicant understands the development must meet County standards concurrent with the CMS requirements.*

OBJ FLU 1.5: Sustainable Development - Escambia County will promote sustainable development by encouraging compact, mixed- and multi-use land use patterns.

> **Policy FLU 1.5.2: Compact Development and Maximum Densities and Intensities - To ensure developments are designed to be compact and to accommodate travel mode choice, especially for short, local trips, the County will require minimum densities in the Mixed-Use-Suburban Future Land Use category and encourage the maximum densities and intensities in the Mixed Use-Urban Future Land Use category.**
>
> **RESPONSE:** *The Future Land Use Change request for the property is Mixed-Use Suburban (MU-S). The properties to the east (outside of those immediately adjacent to the property) are designated MU-U; therefore, compact development is continuing to be promoted in this region. In addition, the maximum densities are desired, on-site limit the development to 18.1 units per acre, 25 units per acre is allowed.*

Chapter 10: Infrastructure Element - The purpose of the Infrastructure Element is to provide guidance in the provision of services necessary to accommodate existing and future

development in a way that is environmentally sensitive, efficient, and cost-effective. Included within this Element are goals, objectives and policies regarding potable water provision, wastewater treatment, solid waste disposal, stormwater management and aquifer protection. The adequate provision of these services is intended to promote orderly growth within areas best suited to accommodate development, protect sensitive natural resource systems and rural and agricultural areas, and preserve the public health, safety, and general welfare of Escambia County's citizens.

RESPONSE: *The subject parcel is located in Escambia County. As proven in Section 4 of this report, the proposed FLUM amendment for the subject parcel meets the goals, objectives and policies regarding potable water, wastewater, solid waste, stormwater management, traffic, schools, and aquifer protection. See attached availability letters in the "Supplemental Documents" section of this report.*

OBJ CON 1.3: Surface Water Resources - Protect and improve the quality, biological health, and natural function of all surface water systems to preserve their ecological and aesthetic values.

CON 1.3.1: Stormwater Management - Escambia County shall protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE: *Stormwater management facilities shall be designed, permitted and approved by all necessary regulatory agencies prior to development of the subject property. These agencies include (at a minimum) Escambia County, the Florida Department of Environmental Protection and the Northwest Florida Water Management District. The property owner shall obtain all necessary State and County permits for development prior to performing any proposed improvements to the site.*

OBJ CON 1.4: Groundwater Resources - Protect and conserve the quality and quantity of groundwater resources to ensure public health and safety, adequate potable water supplies.

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

RESPONSE: *The subject parcel is located approximately three-quarters (0.75) of a mile from the nearest wellhead owned by ECUA. No wellhead impacts are anticipated.*

SUPPLEMENTAL DOCUMENTS

For

Bayou Chico Development
Parcel ID: 38-2S-30-3100-000-000
Escambia County, Florida

March 2020

Prepared for:
Bayou Chico LLP
c/o Kevin Hagen

RBA Project No.: 2019.199

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

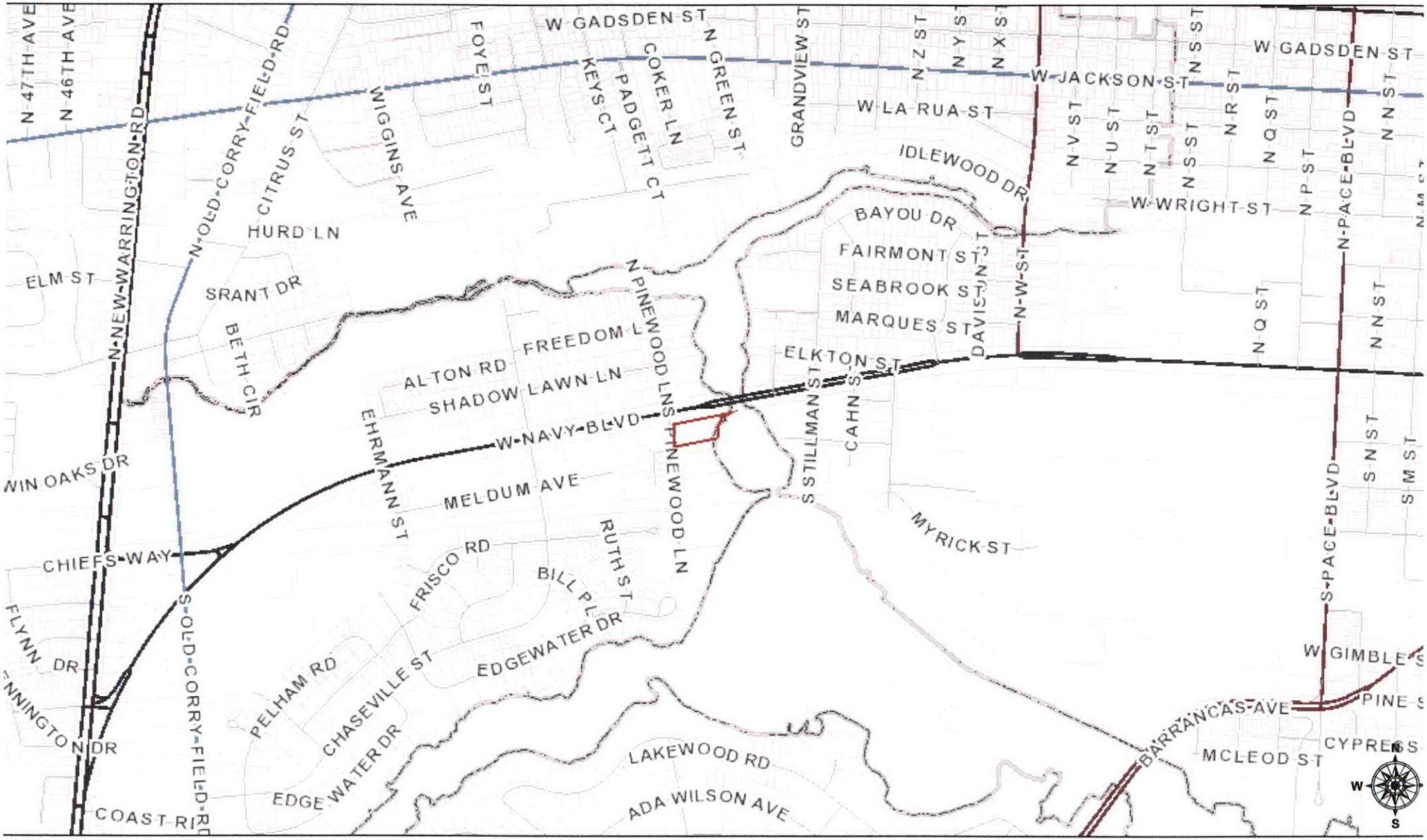
2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

SECTION “A”

- **Project Location**
- **Existing Zoning Map**
- **Existing Future Land Use Map**
- **Proposed Future Land Use Map**
- **Current Land Use Map**
- **Surrounding Roads Map**

Project Location



arch 9, 2020

olygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD

Parcels

County Outline

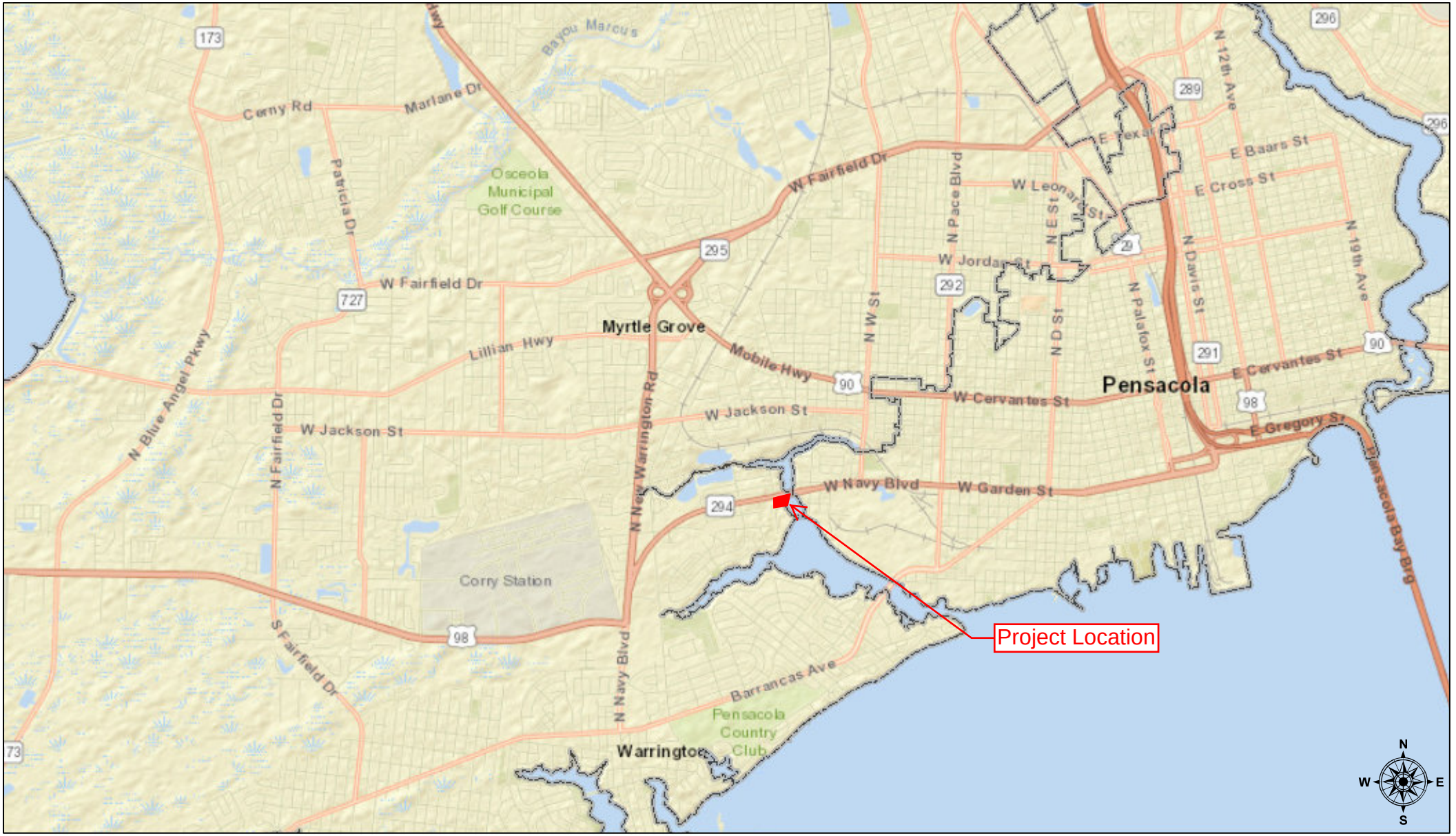
1:16,523

0 0.125 0.25 0.5 mi

0 0.225 0.45 0.9 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Es
Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (
OpenStreetMap contributors, and the GIS User Community

Project Location



March 9, 2020

polygonLayer **polygonLayer**

Override 1 Override 1

County Outline

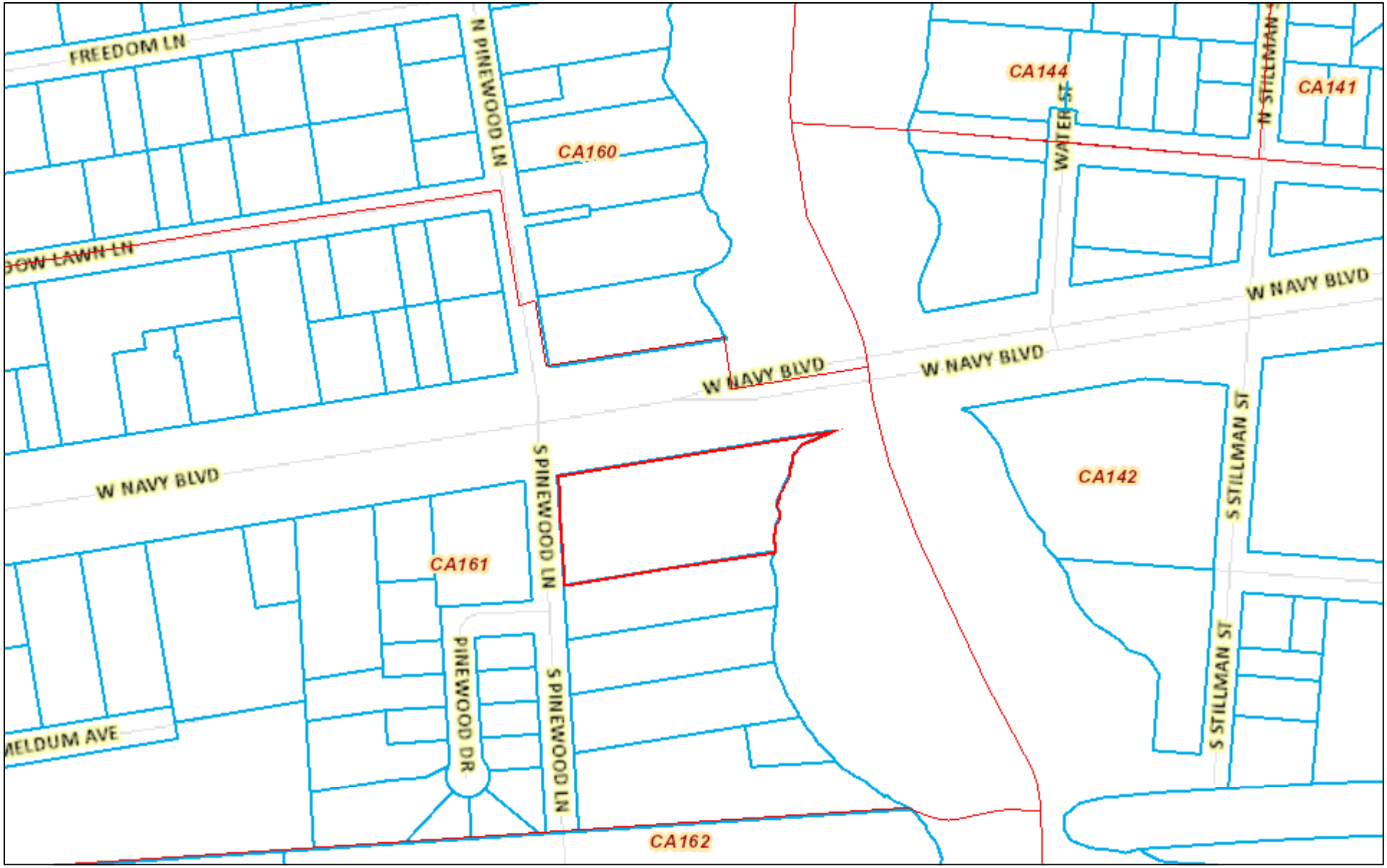
1:66,092

0 0.5 1 2 mi

0 0.75 1.5 3 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2020



March 9, 2020

polygonLayer

Override 1

Property Line

Map Grid

1:3,019

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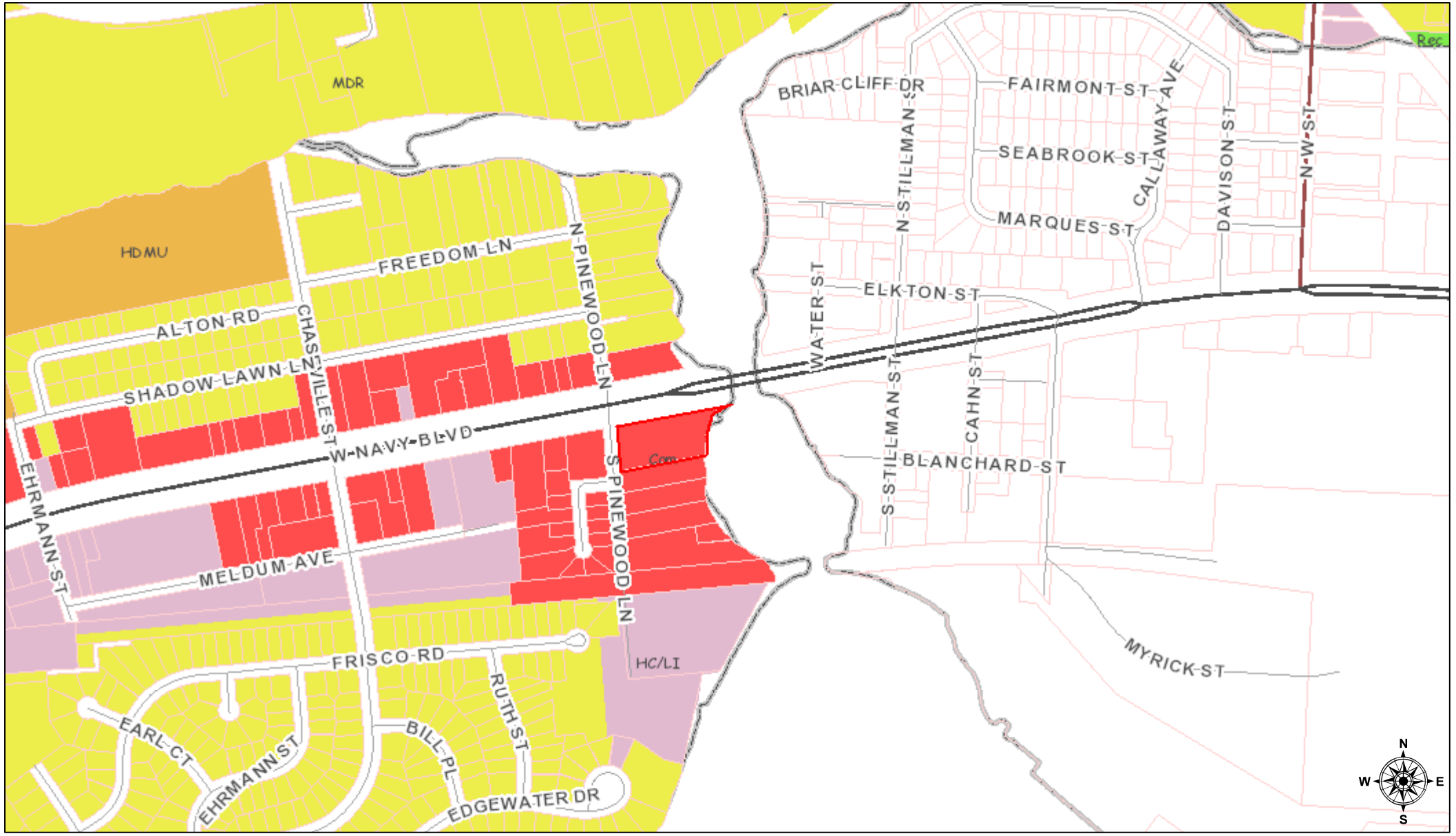
0 0.04 0.08 0.16 km

Existing Zoning Map



March 9, 2020

polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:8,262

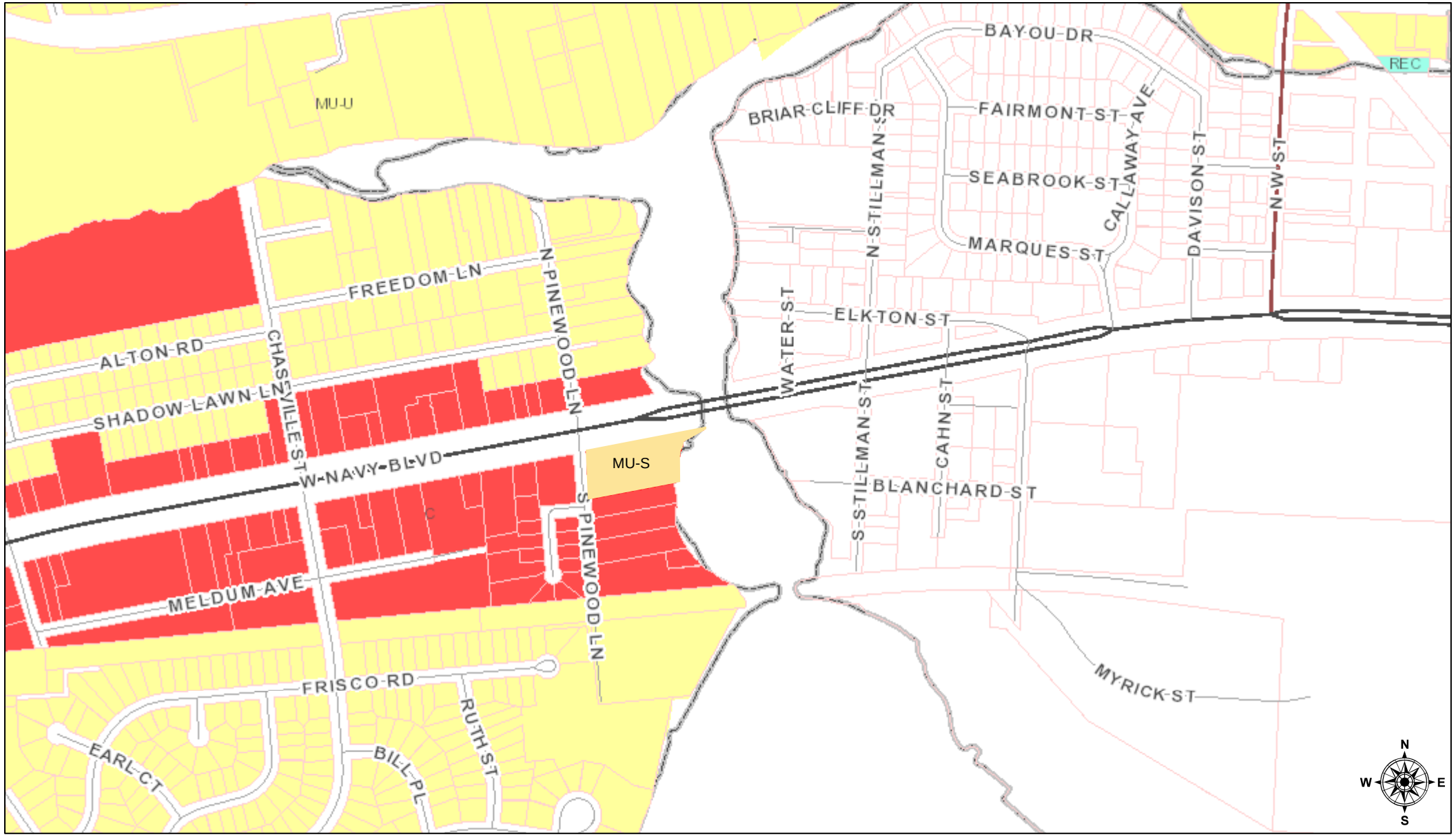
0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2020

Proposed Future Land Use



March 9, 2020

polygonLayer **Streets**

Override 1

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD
- Parcels

1:8,262

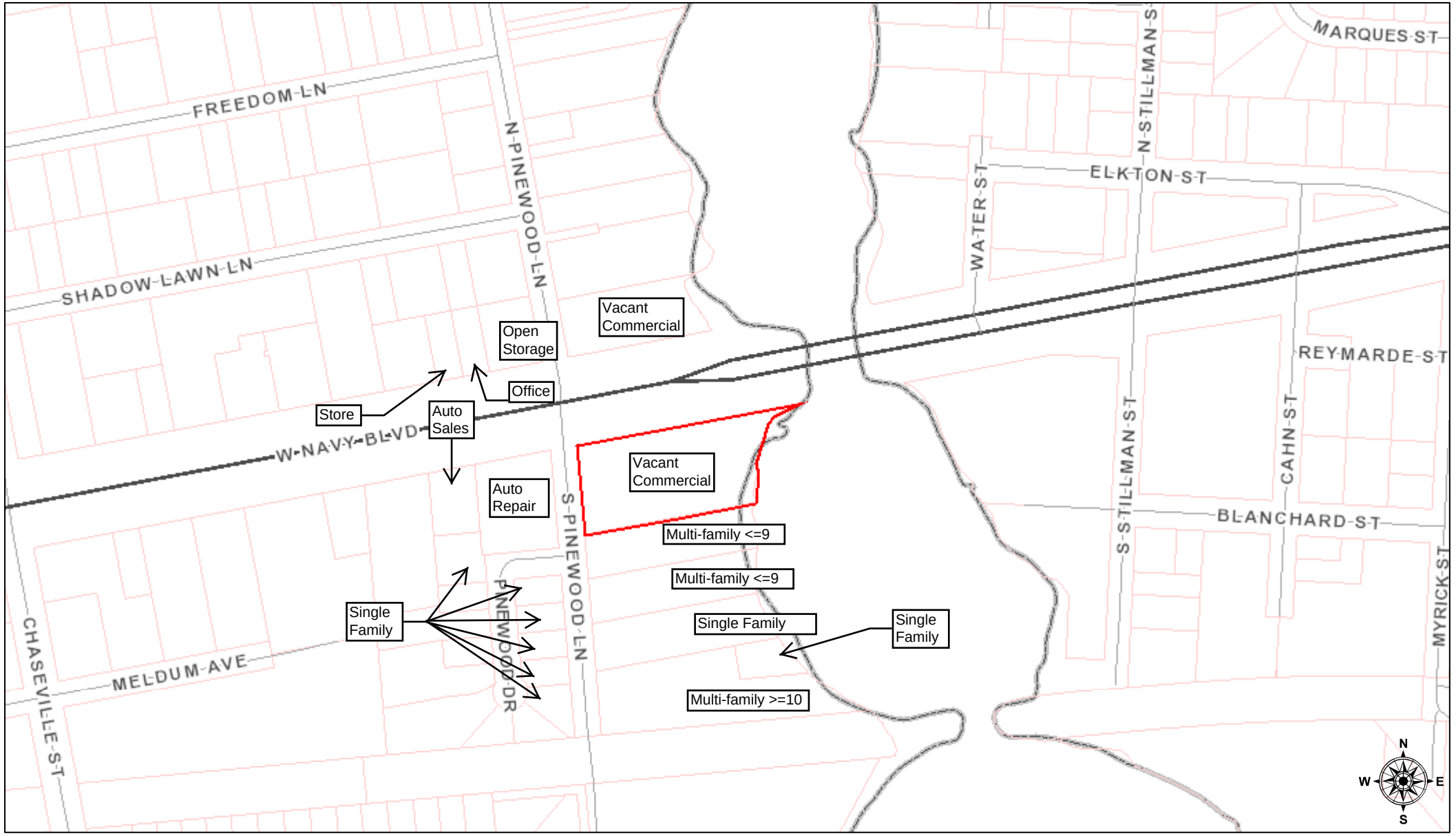
0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2020

Existing Land Use



March 9, 2020

polygonLayer **Streets**

Override 1

PRINCIPAL ARTERIAL

MINOR ARTERIAL

COLLECTOR

LOCAL ROAD

Parcels

County Outline

1:4,131

0 0.035 0.07 0.14 mi

0 0.05 0.1 0.2 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2020

SECTION “B”

Emerald Coast Utilities Authority (ECUA) Water and Sewer Availability Letter

Capacity Reservation Request Form

Request for Water Well Capacity Reservation
and/or Wastewater Plant Capacity Reservation

Date: March 9, 2020 Service Requested: Water Well X Sewer Plant X

Name of Project: Bayou Chico Development Area (Acres): 1.88

Project Address: 3611 Navy Blvd

***THIS INFORMATION IS REQUIRED TO PROCESS APPLICATION (attach location map):**

Type Development: Residential X Commercial_____ Industrial_____ Other_____

(Explain) Apartment Complex

Number and/or Size of Units: 34 units

Estimated Flow: (Average Day) Water 6,800 Sewer 6,800

How will water and/or sewer be provided if not from ECUA? N/A

Special Requirements: N/A

Owner of Property: (type or print) _____

Address: _____ Phone: _____

Developer: (type or print) _____

Address: _____ Phone: _____

Engineer: (type or print) Rebol-Battle & Associates

Address: (type or print) **2301 N 9th Ave** Phone: 850-438-0400 Email: patrickh@rebol-battle.com

Submitted By: (type or print) Patrick Hartman Title: _____

Signature of Submitter: _____ Title: _____

FOR ECUA USE ONLY:

Water Zone: North _____ South _____

Wastewater Treatment Plant: Bayou Marcus _____ CWRF _____ Other _____

****Note: This form does not address water distribution or sewer collection systems issues or capacities; instead, it only concerns water well production and/or wastewater treatment plant capacities.**

EMERALD COAST
UTILITIES AUTHORITY

P.O. Box 17089 • 9255 Sturdevant Street
Pensacola, Florida 32522-7089
ph: 850-476-5110 • fax: 850-969-3308

March 11, 2020

Rebol-Battle & Associates, LLC
Attn: Patrick Hartman, EI
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503

RE: Bayou Chico Development
3611 Navy Blvd
Pensacola, Florida 32507
Letter of Capacity Reservation

Dear Mr. Hartman:

ECUA is in receipt of your inquiry concerning the availability of ECUA service/s for the above-referenced project. ECUA provides Potable Water Production Well and/or Wastewater Treatment Plant Capacity Letters exclusively to assist with your permitting efforts through Escambia County's development and concurrency review process. The administration of the concurrency review process is the sole responsibility of Escambia County, and ECUA plays no role in it.

For the purpose of concurrency review only, ECUA anticipates no problems in potable water production well capacity or wastewater treatment plant capacity for the flow rates indicated on your inquiry/request form. This letter is valid for a period not to exceed one (1) year from the date of issuance.

This letter does not guarantee that ECUA's existing water distribution or sanitary sewer collection infrastructure (mains, lift stations, etc.) in the area of your project are sufficient to serve your project; instead, this letter solely addresses potable water production well capacity and/or wastewater treatment plant capacity. Therefore, the project referenced above may require various extensions, additions, upgrades, and/or modifications to the existing ECUA water and/or sewer infrastructure that you, as the Developer, may be required to pay for and install as part of your project.

All extensions, additions, upgrades, and/or modifications to the potable water or sewer collection systems to serve this project must be designed, approved and constructed in accordance with ECUA's policies, procedures, and all applicable permitting requirements. Please submit your project to ECUA Engineering so we can work with your Engineer of Record to evaluate your project's potable water distribution and sanitary sewer collection system needs.

Sincerely,

Stacy N. Hayden, PE
Director of Engineering/ECUA

SNH/cwb

cc: Project File

Vicki Campbell District One | **Lois Benson** District Two | **Cedric Alexander** District Three | **Dale Perkins** District Four | **Larry Walker** District Five

SECTION “C”

Escambia County Schools Level of Service Determination

(Source: Escambia County School District)

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY

30 E. Texar Drive Pensacola, Florida 32503 (850) 469-5660

Malcolm Thomas, Superintendent www.escambia.k12.fl.us

"Making a Positive Difference"

Facilities Planning
Anthony B. Noles, Director
30 E.Texar Drive, Room 158
Pensacola, Florida 32503
(850) 469-5660 Fax: (850) 469-5634

Level of Service Determination Letter

Project Information	
Project Name	**Bayou Chico Development**
Project Location	**3611 Navy Blvd.**
Parcel ID Numbers	**38-2S-30-3100-000-000**
Property Owner/Developer	**Bayou Chico LLP, 730 Bayfront Parkway, Suite 4B Pensacola, FL 32502**
Applicant Name	**Rebol-Battle & Associates, LLC**
Applicant Address	**2301 N. 9th Ave., Suite 300, Pensacola, FL 32503**

School Level of Service Reservation			
Level of Service	**West Pensacola Elem.**	**Warrington Middle**	**Pensacola High**
Reserved Students	**4.675**	**2.3375**	**2.3375**
Comments:			

This School Level of Service Determination Letter shall reserve capacity for the above referenced project and shall confirm said project meets the School Level of Service requirements of Florida Statute 163.3180 and the adopted Interlocal Agreement

This Level of Service Reservation shall expire two (2) years from date of issuance of this letter.

Anthony B. Noles, Director
Facilities Planning

March 11, 2020
Issue Date

C: Shawn Dennis, Assistant Superintendent of Operations

SECTION “D”

Power

(Source: Gulf Power)

One Energy Place
Pensacola, FL 32533-0047

March 10th, 2020

RE: Power availability
3611 Navy Blvd
Pensacola, FL 32502

To whom it may concern:

Gulf Power Company has electric facilities available at the property in question. There is sufficient capacity for three phase overhead or underground service.

Though three phase power is available, there may be charges associated with service depending on qualifying load and type of service requested. The service voltage and point of attachment will be determined upon receipt of final plat and electrical panel schedules.

If you have any questions, please contact me at harolyn.gobert@nexteraenergy.com or 850-429-2602.

Sincerely,

Harolyn R. Gobert

Harolyn R. Gobert
Electrical Engineer
Power Delivery
Gulf Power Company
Pensacola, FL

SECTION “E”

Historical & Archeological Data

(Source: Florida Master Site File)

This record search is for informational purposes only and does NOT constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does NOT provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

March 9, 2020

Florida Master Site File

Patrick Hartman, EI
Rebol-Battle & Associates, LLC
Civil Engineers & Surveyors
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503
850.438.0400 (O); 850.438.0448 (F)
patrickh@rebol-battle.com

In response to your inquiry of March 9, 2020 the Florida Master Site File lists a standing structure recorded at **3611 NAVY BLVD., Pensacola, Florida.**

When interpreting the results of this search, please consider the following information:

- **This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.**
- **Federal, State and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.**

Please do not hesitate to contact us if you have any questions regarding the results of this search.

Kind Regards,

Eman M. Vovsi
Data Base Analyst
Florida Master Site File
Eman.Vovsi@DOS.MyFlorida.com

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

Florida Master Site File

Florida Master Site File TRS Search

Preliminary Investigation of Previously Recorded Cultural Resources

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

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

Township: 2 (North or (South)) *Range*: 30 (East or (West))

Sections (include all affected): 38

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

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

Sections (include all affected): _____

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

Return To:

Name: Patrick Hartman
Organization: Rebol-Battle & Associates
Phone: 850-438-0400 Fax: _____
Address: 2301 N 9th Ave
Pensacola, FL 32503
Email: patrickh@rebol-battle.com

Agency/Permit/Project requiring search: Bayou Chico Development, FLUM Amendment

Florida Master Site File

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

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

SECTION “F”

Water Availability
(Source: People’s Water Service)

EOPLES WATER SERVICE COMPANY OF FLORIDA, INC.

P.O. BOX 4815 • 905 LOWNDE AVENUE PENSACOLA, FLORIDA 32507-0815
(850) 455-8552 FAX (850) 456-1010

March 19, 2020

RE: Water Service Availability at 3611 Navy Blvd Pensacola, FL

To Whom It May Concern:

Please be informed that the property located at 3611 Navy Blvd Pensacola FL is located within Peoples Water Service Company of Florida Inc.'s Florida Public Service Commission certificated service area. Our utility has the source, treatment, pumping, and water distribution system capacity to serve potable water to this property.

Water service will be provided under our normal rules and regulations as specified in the Florida Public Service Commission Tariff.

If I can be of any further assistance, please feel free to contact me at (850) 455-8552 or by email at TheoDeleon@PeoplesWaterService.Com .

Respectfully,

Theo Deleon
Assistant Manager
Peoples Water Service Company of Florida, Inc.

FUTURE LAND USE MAP (FLUM) AMENDMENT – Urban Sprawl

For

Bayou Chico Development
Parcel ID: 38-2S-30-3100-000-000
Escambia County, Florida

March 2020

Prepared by:

REBOL-BATTLE & ASSOCIATES, LLC.
Civil Engineers & Surveyors

FL Certificate of Authorization #9657

2301 N 9th Avenue, Suite 300
Pensacola, FL 32503
850.438.0400

www.rebol-battle.com

Prepared for:
Bayou Chico LLP
c/o Kevin Hagen

RBA Project No.: 2019.199

1. Introduction

This report addresses the topic of "Urban Sprawl" for the Future Land Use Map (FLUM) Amendment request of Parcel Number 38-2S-30-3100-000-000 in Pensacola, Florida. The existing FLUM designation for the property is Commercial (Com). The desired FLUM Classification is Mixed-Use Suburban (MU-S).

2. General Property Information

PROPERTY ADDRESS:	3611 Navy Blvd
PARCEL ID #:	38-2S-30-3100-000-000
INTENDED PROPERTY USE:	Mixed-use Residential
CURRENT ZONING:	Commercial (Com)
CURRENT FLU:	Commercial (Com)
PROPOSED FLU:	Mixed-Use Suburban (MU-S)

The property is located at 3611 Navy Blvd in Escambia County, in the south eastern corner of the intersection of Navy Blvd and Pinewood Lane. The parcel includes approximately 1.88 acres of property along the south side of Navy Blvd. Maps of the existing property are included in the "Supplemental Documents" section of this report.

3. Urban Sprawl

Urban Sprawl can be defined as a "development pattern characterized by low density, automobile- dependent development with uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner." The purpose of this report is to prove that the proposed Future Land Use Map Amendment does not encourage the proliferation of urban sprawl as required by Florida Statute (F.S.) 163.3177. The preferred development pattern characteristics are listed and addressed below.

Excerpt from F.S. 163.3177:

(I) Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The existing natural resources and ecosystems within the vicinity of the project shall be protected and not be negatively impacted as a result of the proposed residential development. Public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells or septic systems which could impact natural resources. In addition, the ecosystems, specifically the wetland areas, located on the property shall be protected by the appropriate buffers required by the County and State for development.

(II) Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed development is located along frontage of Navy Blvd. No major public infrastructure "extension" would be required to support the site.

(III) Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

The proposed residential subdivision shall provide for compact development and mixed densities/intensities. The community shall be designed with low speed drive aisles and sidewalks. In addition, amenities of the development shall include recreational areas such as a park and/or clubhouse within a walkable distance.

(IV) Promotes conservation of water and energy.

As previously mentioned, public water and sewer systems are available at, or near, the site and will be connected to for service. The site will not contain wells which could consume natural resources. In addition, construction of the apartment complex shall be in accordance with the Florida Building and Plumbing Code which regulates energy conservation and protection of the potable water supply.

(V) Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

N/A – Preservation agricultural areas and activities are not proposed.

(VI) Preserves open space and natural lands and provides for public open space and recreation needs.

The proposed residential development shall preserve areas of open space for recreational use. In addition, the existing waters-edge areas on the property shall be protected and conserved by including natural buffers in upland areas.

(VII) Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

N/A – The proposed development includes only residential uses.

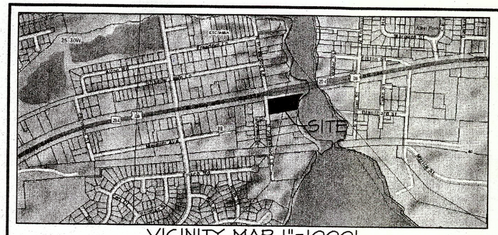
(VIII) Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

N/A – The project doesn't remediate an existing or planned development patterns.

4. Conclusion

The proposed residential development and Future Land Use Map Amendment does not encourage the proliferation of urban sprawl. This conclusion is based on the factors described above and summarized below as the development:

- Shall protect the existing natural resources and ecosystems within the vicinity.
- Promotes efficient development and shall provide for compact development and mixed densities/intensities.
- Shall promote energy conservation and protection of the potable water supply. Shall preserve areas of open space and conserve natural lands.



VICINITY MAP 1"=1000'

TREE TABLE			
TREE NO.:	DIAMETER	TYPE	CANOPY
T-1	22"	OAK	25'
T-2	20"	OAK	45'
T-3	14"	OAK	20'
T-4	15"	OAK	30'
T-5	19"	OAK	20'
T-6	19"	OAK	25'
T-7	21"	OAK	30'
T-8	23"	OAK	55'
T-9	33"	OAK	60'
T-10	30"	OAK	52'
T-11	25"	OAK	40'
T-12	19"	OAK	25'
T-13	20"	OAK	30'
T-14	22"	OAK	45'
T-15	16"	OAK	15'
T-16	18"	OAK	23'
T-17	28"	OAK	42'
T-18	20"	OAK	36'
T-19	17"	OAK	20'
T-20	19"	OAK	30'
T-21	20"	OAK	44'
T-22	27"	OAK	30'
T-23	30"	OAK	22'
T-24	28"	OAK	40'
T-25	26"	OAK	35'
T-26	32"	OAK	20'
T-27	30"	OAK	15'
T-28	48"	MAGNOLIA	40'
T-29	22"	OAK	25'
T-30	30"	OAK	15'

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 5543, PAGE: 1127)

COMMENCING AT A PERMANENT REFERENCE MONUMENT AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3, WESTERLY HEIGHTS SUBDIVISION, ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING IN THE SOUTH RIGHT OF WAY LINE OF NAVY BOULEVARD, WHICH WAS FORMERLY ADMIRAL BOULEVARD; THENCE RUN NORTH 79 DEGREES 25 MINUTES EAST WITH THE SOUTH RIGHT OF WAY LINE OF SAID BOULEVARD A DISTANCE OF 486.5 FEET FOR THE POINT OF BEGINNING, SAID POINT BEING IN THE EAST RIGHT OF WAY LINE OF FIRST STREET OF SAID WESTERLY HEIGHTS; THENCE RUN SOUTH 5 DEGREES 10 MINUTES EAST ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 200.45 FEET; THENCE RUN NORTH 79 DEGREES 25 MINUTES EAST AND PARALLEL WITH THE SAID NAVY BOULEVARD TO THE WEST LINE OF THE SHORE OF BAYOU CHICO; THENCE RUN NORTHERLY ALONG THE MEANDERING OF THE SHORE OF BAYOU CHICO TO THE SOUTH RIGHT OF WAY LINE OF SAID NAVY BOULEVARD; THENCE RUN SOUTH 79 DEGREES 25 MINUTES WEST WITH SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 502 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL LYING IN SECTION38, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DENOTES:

- ● ~ 1/2" CAPPED IRON ROD, NUMBERED 7271 (PLACED)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- ● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ⊙ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- ○ ~ 2" IRON PIPE, UNNUMBERED (FOUND)
- ⬤ ~ OLD BUGGY AXEL, UNNUMBERED (FOUND)
- (D) ~ DEED INFORMATION
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.O.B. ~ POINT OF BEGINNING

BENCHMARK DATA:

BM-1 NAIL AND DISK IN ASPHALT
ELEVATION= 13.26' (NAVD88)

BM-2 NAIL AND DISK IN ASPHALT
ELEVATION= 12.44' (NAVD88)

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 79 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE PROPERTY AS PER THE DESCRIPTION AS FURNISHED.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION 7 FEET AND IN FLOOD ZONE "X" OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0310 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, FROM ESCAMBIA COUNTY GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING A PUBLISHED ELEVATION OF 104.05 FEET.
15. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
16. THE MEAN HIGH WATER ELEVATION SHOWN HEREON WAS PROVIDED BY THE BUREAU OF SURVEYING AND MAPPING PER MEAN HIGH WATER ELEVATION REQUEST DATED X/XX/19.

NORTHWEST FLORIDA LAND SURVEYING, INC.
742 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32506

Fred R Thompson 9/24/19

FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

NO.	DATE	APPR.	REVISIONS

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

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
742 BELGIUM CIRCLE, FL 32506
(850) 484-0566

SCALE 1"=30' | CREW CHIEF: TK | DRAWN: JAS | CHECKED: FRT | DATE: 9/24/19

3611 NAVY BOULEVARD

BOUNDARY WITH IMPROVEMENTS AND MEAN HIGH WATER LINE SURVEY OF A PORTION OF SECTION 38, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA
PREPARED FOR: BLIND TRUST, INC.
REQUESTED BY: DANNY ZIMMERN

PROJECT NO. 21499 | INDEX 10 | NO. 1 OF 1 SHEETS

Comprehensive Plan
Small-Scale Future Land Use Map Amendment
Staff Analysis

General Data

Project Name:	SSA-2020-01
Location:	3611 Navy Blvd.
Parcel #:	38-2S-30-3100-000-000
Acreage:	1.88 acres±
Overlay:	Warrington Overlay (Warr-OL)
FLU Request:	From Commercial (C) to Mixed-Use Suburban (MU-S)
Applicant:	Jason Rebol**,** Authorized Agent, Bayou Chico LLP, Owner c/o Kevin Hagen
Meeting Dates:	Planning Board, June 2, 2020 BCC, July 2, 2020

Summary of Proposed Amendment:

The small-scale amendment to the future land use (FLU) map of Escambia County proposes to change the FLU category of a vacant 1.88-acre parcel from Commercial (C) to Mixed-Use Suburban (MU-S). The zoning designation of the subject parcel is Commercial and is also within the Warrington Community Redevelopment Area. The parcel fronts approximately 502 feet of the west right-of-way of Navy Blvd, a major arterial street connecting to S. Pinewood Ln., a local street.

A FLU change to MU-S will allow residential development within the existing zoning district regardless of a primary commercial component as currently required by the existing Commercial FLU. The existing and proposed future land use categories are described in Comprehensive Plan Policy FLU 1.3.1 and summarized as follows:

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

Mixed-Use Suburban. "Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole." The range of allowable uses is "residential, retail and services, professional office, recreational facilities, public and civic limited agriculture." The FLU has a maximum residential density of 25 du/acre and a maximum floor area ratio (FAR) of 1.0.

Warrington Overlay District. "District establishes supplemental land use regulations to support the objectives of the adopted Warrington area community redevelopment plan. The intent of the additional land use controls is to enhance the character of an area undergoing revitalization, especially along those commercial corridors that provide primary access or gateways to the adjoining military installations within the Warrington area.

Land Development Code FLU map amendment requirements

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

(3) Compliance review.

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

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

Analysis: In an application letter to the Board, the applicant stated that "since no commercial component is proposed, a FLU category more appropriate for multi-family developments is requested" and that "this request is a less intensive category than exists currently."

The requested FLU change would remove the Commercial FLU-based restriction on the subject parcel that allows residential development only when secondary to commercial development. This FLU change would allow a maximum residential density of 25 dwelling units per acre to be obtained.

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

Analysis: The amendment proposes a replacement FLU that allows the residential density of the existing COM zoning at 25 du/acre while remaining consistent with surrounding property. With MU-U as the existing future land use of parcels located to the west (*outside of those immediately adjacent to the property*), the proposed change of the current FLU would be more appropriate of the subject parcel.

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

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

comprehensive plan amendment:

(a) The subject 1.88-acre parcel is a use of 10 acres or fewer.
(b) The proposed amendment does not involve a text change to the Comprehensive Plan, but only proposes a land use change to the Future Land Use Map for a site-specific small-scale development activity.
(c) The property that is the subject of the proposed amendment is not within a designated area of critical state concern.

Other applicable Comprehensive Plan objectives and policies

1. Housing

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

Analysis: The proposed MU-S replacement of the existing Commercial FLU will allow site development to achieve the maximum residential density. The existing COM zoning is primarily intended to "allow more diverse and intense commercial uses than the neighborhood commercial allowed within the mixed-use districts." Residential uses are allowed.

2. Future Land Use

OBJ FLU 1.3 Future Land Use Map Designations

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

Analysis: Although the site-specific requirement for residential development to be secondary to commercial would be lost in the proposed FLU change, MU-S would otherwise promote mixed use development generally within the urban area around the subject parcel.

3. Infrastructure

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

GOAL CMS 1 Concurrency Management System
Escambia County will adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. The Concurrency Management System will be determined by the provisions of the LDC.

a. Potable Water.

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

***Policy INF 4.1.7 Level of Service (LOS) Standards**. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.*

Analysis: The application included documentation confirming available potable water source, treatment, pumping, and distribution to the proposed development from the Peoples Water Service Company system. Development of the subject parcel would be an efficient use of the available water infrastructure

b. Sanitary Sewer.

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

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

Analysis: The application included documentation confirming available sanitary sewer to the proposed development from the ECUA system at the county's adopted LOS. Development of the parcel would be an efficient use of the available sewer infrastructure.

c. Solid Waste Disposal.

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

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

Analysis: Escambia County continues to maintain its adopted solid waste LOS commitments. The Department of Waste Services reported in its 2018 solid waste LOS analysis that the current build-out for disposal at the Perdido Landfill will provide solid waste disposal capacity through 2045.

d. Stormwater Management.

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

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

Analysis: Compliance with adopted stormwater management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

e. Transportation and Mobility.

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

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

Analysis: Compliance with adopted on-site traffic flow and access management provisions that implement these policies would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use. The subject parcel is located along an existing major arterial street (Navy Blvd) connecting to a local street (S Pinewood Ln). Development of the parcel would be an efficient use of the available transportation infrastructure.

4. **Protected Resources.** It appears likely, especially given the limited impacted resources and unchanged HC/LI zoning, that the proposed FLU change will result in no greater adverse impacts to protected resources.

a. Wellheads.

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

Analysis: Compliance with adopted wellhead protection provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

b. Historically Significant Sites.

Policy FLU 1.2.1 State Assistance*. Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the*

identification of archaeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County

will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

Analysis: The application indicated that an "historical impact analysis is applied for," but included no documentation of a request made to or response received from the Florida Master Site File, Division of Historical Resources regarding whether there are any previously recorded resources within the subject parcel.

c. Wetlands and Habitat.

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

Analysis: There are no indications from the available National Wetlands Inventory map that wetlands are within the subject parcel. Compliance with adopted environmental provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

d. Urban Forest.

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

Analysis: Compliance with adopted tree protection and landscaping provisions that implement this policy would be reviewed and confirmed prior to any site development plan approval, regardless of the proposed FLU change or use.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

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

FROM: **Terri V. Malone, AICP, Transportation Planner**
Transportation & Traffic Operations Division

DATE: **May 20, 2020**

RE: **Transportation & Traffic Operations (TTO) Comments – SSA 2020-1 3611 Navy Boulevard**

TTO Staff has reviewed the Rezoning Case SSA 2020-1 3611 Navy Boulevard (COM to MU-S), agenda item for the Planning Board meeting scheduled for June 1, 2020. Please see the below comments.

Navy Boulevard is a four-lane roadway with turn lanes and paved shoulders. Near the parcel in question, the traveling roadway width is approximately 80 feet with a right-of-way width of 196 feet.

The Florida Department of Transportation (FDOT) is conducting a Project Development and Environmental (PD&E) study of a "Complete Streets" type upgrade of this roadway. The PD&E is scheduled for completion in late summer 2020. The County does not have any project scheduled for this roadway.

Per the Florida-Alabama TPO's Congestion Management Process Plan, Navy Boulevard is classified as a Principal Arterial with a Maximum LOS of D and a corresponding daily volume threshold of 39,800. The daily traffic on this road was recorded as 19,700 for year 2019.

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

cc: **Horace Jones, Development Services Department Director**
Joy Jones, P.E., Engineering Department Director
Christine Fanchi, P.E., Transportation and Traffic Operations Division
Allyson Lindsay, Development Services Department

Clara Long, Director
Neighborhood & Human Services Department

May 21, 2020

Horace Jones, Director
Escambia County Development Services Department
3363 West Park Place
Pensacola, FL 32505

SUBJECT: FUTURE LAND USE MAP AMENDMENT REQUEST FOR THE FOLLOWING PARCEL #38-2S-30-3100-000-000 FROM COMMERCIAL to MU-S
ADDRESS: 3611 Navy Blvd

Horace,

I have reviewed the Future Land Use Map Amendment Request package for the abovementioned location and my comments are below:

The 2010 update to the Warrington Redevelopment Plan serves as the CRA's guiding document for the Warrington Redevelopment Area. Chapter 3 of the redevelopment plan identifies redevelopment objectives and strategies.

The following is an excerpt from the Area Wide Strategy for Housing (pg. 23)

Objective

While many housing needs have been addressed in the Warrington area, there continues to be vacant, underutilized parcels and pockets of substandard housing in the area. The community's close proximity to the water also presents a unique set of storm mitigation issues.

Action Strategies

The CRA in conjunction with Neighborhood Enterprise Division must continue to target housing rehabilitation programs and hurricane mitigation programs to the Warrington area. Infill new construction, homeownership programs, and rehabilitation programs should continue to be targeted to the area. The county will continue to work with developers willing to undertake new subdivisions and rental complexes in the area such as the Wynn Oaks development south of Patton Drive and the Pines at Warrington located on West Navy Boulevard.

The following is an excerpt from the Area Wide Strategy for Zoning (pg. 25)

> **Action Strategies**
>
> Efforts should be made to support the creation of compatible zoning following best practices and preserve the traditional waterfront "village" neighborhoods. No "spot" rezoning should be approved unless a truly unique set of circumstances occurs. Retention of the predominantly C-1 Commercial zoning along the arterial highways is particularly important. This has been the practice since the original plan was adopted in 1995 and has supported the redevelopment of the area.

Since the 2010 update of the Warrington Redevelopment Plan, substantial progress has been made on the Commercial Strategies section of the plan as it relates to West Navy Boulevard (pg. 35). The FDOT conducted a PD&E study along the Navy Boulevard corridor from New Warrington Road to the Bayou Chico Bridge. The purpose of this project is to develop a complete-street concept that is safe, operationally efficient, accommodates bicycles, pedestrians and transit, meets FDOT and permitting agencies standards, handles stormwater, and achieves the desired redevelopment goals while providing access to adjacent parcels and side streets. Once the engineering design is complete and construction funding is available, West Navy Boulevard is poised for a transformative redevelopment that will foster an environment for substantial future commercial investment along the corridor.

Although the Warrington Redevelopment Plan identified the need for infill new construction for homeownership programs and rental complexes, CRA staff does not support the proposed development of the subject vacant commercial property into residential use. It should be noted the subject property is located on an arterial roadway. This circumstance makes this property more desirable for commercial development rather than residential development.

Thank you for the opportunity to comment. If you have any questions or concerns please contact Max Rogers, AICP at 595-3499.

Sincerely,

Clara Long,
Neighborhood & Human Services Director

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 6-1-20

Rezoning Quasi-judicial Hearing

Rezoning Case #: _____

_____ In Favor X Against

OR

Regular Planning Board Meeting

Agenda Item Number/Description: SSA-2020-01

*Name: Edward R Briscoe

*Address: 28 Shadowlawn *City, State, Zip: Pen Fla 32507

Email Address: _____ Phone: 341-2112

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

Chamber Rules

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

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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

Escambia County Planning Board
Public Hearing
Speaker Request Form

Please Print Clearly

Meeting Date: 5-1-2020

Rezoning Quasi-judicial Hearing

Rezoning Case #: SSA-2020-01

OR

Regular Planning Board Meeting

Agenda Item Number/Description: _____

V In Favor _____ Against

*Name: Larry Downs Jr.

*Address: 12156 Hawkins Dr *City, State, Zip: Pen Fl

Email Address: _____ Phone: _____

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

Please indicate if you:

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

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

*All items with an asterisk * are required.*

****

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LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA 2020-01 Ordinance

Date: 4/21/20

Date requested back by: 5/06/20

Requested by: Allyson Cain

Phone Number: 595-3547

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 4-21-2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 38, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBER 3100-000-000, TOTALING 1.88 (+/-) ACRES, LOCATED ON NAVY BLVD, FROM COMMERCIAL (C) TO MIXED USE SUBURBAN (MU-S) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

Section 1. Purpose and Intent

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

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2020-01."

Section 3. Changes to the 2030 Future Land Use Map

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

> A parcel within Section 38, Township 2S, Range 30W, parcel number 3100-000-000, totaling 1.88 (+/-) acres, located on Navy Blvd, as more particularly described in the Boundary Survey description produced by Northwest Florida Land Surveying, registered land surveyor Fred R. Thompson dated 9/24/2019, attached as Exhibit A, from Commercial (C) to Mixed-Use Suburban (MU-S).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

Pursuant to Section 163.3184(3)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the State Planning Agency or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By Kim M. Johnson
Title Assistant County Attorney
Date 5-6-2020

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 38, TOWNSHIP 2S, RANGE 30W, PARCEL NUMBERS 3100-000-000, TOTALING 1.88 (+/-) ACRES, LOCATED ON NAVY BLVD, FROM COMMERCIAL (C) TO MIXED USE SUBURBAN (MU-S) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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DONE AND ENACTED this_____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

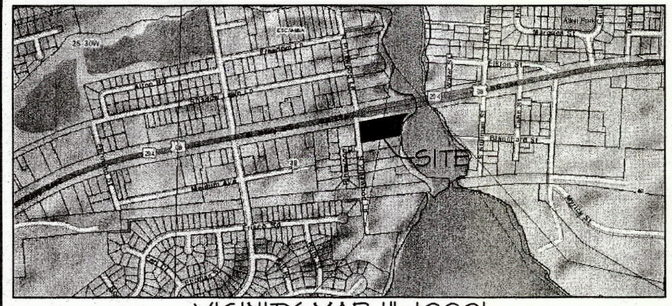
ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

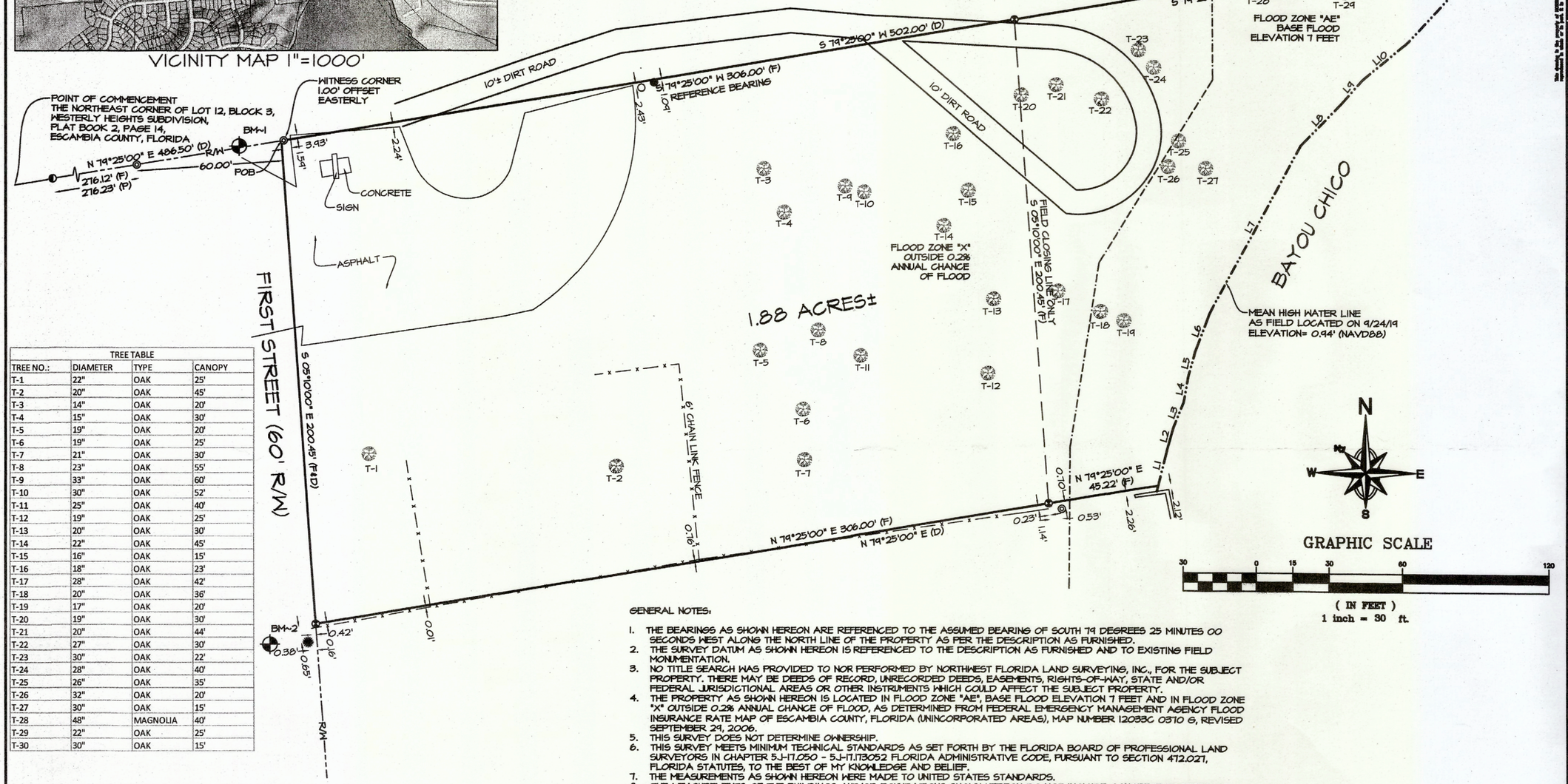
(SEAL)

ENACTED:
FILED WITH THE DEPARTMENT OF STATE:
EFFECTIVE DATE:

EXHIBIT A



VICINITY MAP 1"=1000'



TREE TABLE			
TREE NO.:	DIAMETER	TYPE	CANOPY
T-1	22"	OAK	25'
T-2	20"	OAK	45'
T-3	14"	OAK	20'
T-4	15"	OAK	30'
T-5	19"	OAK	20'
T-6	19"	OAK	25'
T-7	21"	OAK	30'
T-8	23"	OAK	55'
T-9	33"	OAK	60'
T-10	30"	OAK	52'
T-11	25"	OAK	40'
T-12	19"	OAK	25'
T-13	20"	OAK	30'
T-14	22"	OAK	45'
T-15	16"	OAK	15'
T-16	18"	OAK	23'
T-17	28"	OAK	42'
T-18	20"	OAK	36'
T-19	17"	OAK	20'
T-20	19"	OAK	30'
T-21	20"	OAK	44'
T-22	27"	OAK	30'
T-23	30"	OAK	22'
T-24	28"	OAK	40'
T-25	26"	OAK	35'
T-26	32"	OAK	20'
T-27	30"	OAK	15'
T-28	48"	MAGNOLIA	40'
T-29	22"	OAK	25'
T-30	30"	OAK	15'

DESCRIPTION AS FURNISHED: (OFFICIAL RECORDS BOOK: 5593, PAGE: 1121)

COMMENCING AT A PERMANENT REFERENCE MONUMENT AT THE NORTHEAST CORNER OF LOT 12, BLOCK 3, WESTERLY HEIGHTS SUBDIVISION, ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 14 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING IN THE SOUTH RIGHT OF WAY LINE OF NAVY BOULEVARD, WHICH WAS FORMERLY ADMIRAL BOULEVARD; THENCE RUN NORTH 79 DEGREES 25 MINUTES EAST WITH THE SOUTH RIGHT OF WAY LINE OF SAID BOULEVARD A DISTANCE OF 486.5 FEET FOR THE POINT OF BEGINNING; SAID POINT BEING IN THE EAST RIGHT OF WAY LINE OF FIRST STREET OF SAID WESTERLY HEIGHTS; THENCE RUN SOUTH 5 DEGREES 10 MINUTES EAST ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 200.45 FEET; THENCE RUN NORTH 79 DEGREES 25 MINUTES EAST AND PARALLEL WITH THE SAID NAVY BOULEVARD TO THE WEST LINE OF THE SHORE OF BAYOU CHICO; THENCE RUN NORTHERLY ALONG THE MEANDERING OF THE SHORE OF BAYOU CHICO TO THE SOUTH RIGHT OF WAY LINE OF SAID NAVY BOULEVARD; THENCE RUN SOUTH 79 DEGREES 25 MINUTES WEST WITH SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 502 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL LYING IN SECTION 38, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

DENOTES:

- ⊕ ~ 1/2" CAPPED IRON ROD, NUMBERED 7271 (PLACED)
- ◐ ~ 1/2" CAPPED IRON ROD, NUMBERED 475 (FOUND)
- ● ~ 1/2" IRON ROD, UNNUMBERED (FOUND)
- ◎ ~ 1" IRON PIPE, UNNUMBERED (FOUND)
- ○ ~ 2" IRON PIPE, UNNUMBERED (FOUND)
- ✹ ~ OLD BUGGY AXEL, UNNUMBERED (FOUND)
- (D) ~ DEED INFORMATION
- (P) ~ PLATTED INFORMATION
- (F) ~ FIELD INFORMATION
- R/W ~ RIGHT OF WAY
- P.O.B. ~ POINT OF BEGINNING

BENCHMARK DATA:

BM-1 NAIL AND DISK IN ASPHALT
ELEVATION= 13.26' (NAVD88)

BM-2 NAIL AND DISK IN ASPHALT
ELEVATION= 12.44' (NAVD88)

GENERAL NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF SOUTH 79 DEGREES 25 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF THE PROPERTY AS PER THE DESCRIPTION AS FURNISHED.
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE "AE", BASE FLOOD ELEVATION 7 FEET AND IN FLOOD ZONE "X" OUTSIDE 0.2% ANNUAL CHANCE OF FLOOD, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA (UNINCORPORATED AREAS), MAP NUMBER 12033C 0310 G, REVISED SEPTEMBER 29, 2006.
5. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
6. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 - 5J-17.173052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
8. THE MEASUREMENTS OF THE BUILDINGS AND/OR FOUNDATIONS SHOWN HEREON DO NOT INCLUDE CONCRETE FOOTERS OR EAVE OVERHANGS.
9. FENCE LOCATIONS SHOWN HEREON MAY BE EXAGGERATED AND NOT TO SCALE FOR CLARITY PURPOSES
10. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM, WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER, FRED R. THOMPSON, AND IS TO BE RETURNED TO OWNER UPON REQUEST.
11. THIS DOCUMENT MUST BE COMPARED TO THE ORIGINAL HARD COPY ISSUED ON THE SURVEY DATE WITH A RAISED SEAL TO INSURE THE ACCURACY OF THE INFORMATION AND TO FURTHER INSURE THAT NO CHANGES, ALTERATIONS OR MODIFICATIONS HAVE BEEN MADE. NO RELIANCE SHOULD BE MADE ON A DOCUMENT TRANSMITTED BY COMPUTER OR OTHER ELECTRONIC MEANS UNLESS FIRST COMPARED TO THE ORIGINAL SIGNED AND SEALED DOCUMENT.
12. THIS SURVEY MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS BY COUNTY, STATE OR OTHER AGENCIES.
13. ENCROACHMENTS ARE AS SHOWN.
14. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, FROM ESCAMBIA COUNTY GEODETIC CONTROL POINT STAMPED "ESC 4075" HAVING A PUBLISHED ELEVATION OF 109.05 FEET.
15. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
16. THE MEAN HIGH WATER ELEVATION SHOWN HEREON WAS PROVIDED BY THE BUREAU OF SURVEYING AND MAPPING PER MEAN HIGH WATER ELEVATION REQUEST DATED X/XX/19.

NORTHWEST FLORIDA LAND SURVEYING, INC.
7142 BELGIUM CIRCLE, PENSACOLA, FLORIDA 32526

9/24/19
FRED R THOMPSON, PROFESSIONAL LAND SURVEYOR
REGISTRATION NUMBER 3027 CORP. NUMBER 7277
STATE OF FLORIDA

3611 NAVY BOULEVARD

BOUNDARY WITH IMPROVEMENTS AND MEAN HIGH WATER LINE SURVEY OF A PORTION OF SECTION 38, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA
PREPARED FOR: BLIND TRUST, INC.
REQUESTED BY: DANNY ZIMMERN

REVISIONS			
NO.	DATE	APPR.	

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

NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
7142 BELGIUM CIRCLE
Pensacola, FL 32526
(850) 438-1068

SCALE	CREW CHIEF	DRAWN	CHECKED	DATE
1"=30'	TK	JAS	FRT	9/24/19

PROJECT NO. 21499
INDEX 10
NO. 1 OF 1 SHEETS

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18138 **Growth Management Report 13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/02/2020
Issue: Action Item - Cardinal Cove Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Cardinal Cove Permit FP# 20041535PSD-FP

That the Board take the following action concerning recording Cardinal Cove (an 81-lot residential subdivision), located in the Ferry Pass Community, lying south of Interstate 10 and west of Hillburn Lane at Hillburn Grove a subdivision recorded in Plat Book 15, Page 34 and east of Robin's Ridge 1st Addition a subdivision recorded in Plat Book 18 at Pages 58 and 58A of the Public Records of Escambia County, Florida. Cardinal Cove is owned and developed by SNS Iron Rock, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the Public Records;

B. Approve the street names "Cardinal Cove Lane and Cardinal Cove Court";

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

D. Accept public Parcels "I" and "J" located along Carpenter Creek as depicted upon the subdivision plat to support local conservation efforts within the watershed;

E. Authorize the County Administrator to execute an IRS Form 8283, subject to Legal sign-off; and

F. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

BACKGROUND:

The Preliminary Plat and Construction Plans were approved on August 14, 2019. The Escambia County Public Safety Department approved the street names "Cardinal Cove Lane and Cardinal Cove Court" on June 17, 2019. Development Services Department field staff inspected the improvements on June 22, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the subdivision plat. County staff has reviewed and approves plat.

Escambia County is in the process of developing a RESTORE Pot 1 funded watershed masterplan for Carpenter Creek and Bayou Texar. Conservation of floodplain wetlands within the riparian corridor will be one of the tenets of the plan. The Board has supported local conservation efforts within the Carpenter Creek watershed by acquiring two parcels located near the headwaters of the creek at 715 East Olive Road and the 7600 block of Winodee Road. The combined acreage of the parcels acquired to date is 13.38 acres. Public acceptance of wetlands and adjacent riparian areas within Cardinal Cove would add an additional 15.98 acres to the conservation lands within the Carpenter Creek watershed previously acquired by the Board. By accepting these areas, the owner is asking for tax donation credits. The property owner has been advised to discuss this with their accountant, to which IRS Form 8283 has been submitted.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on June 25, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

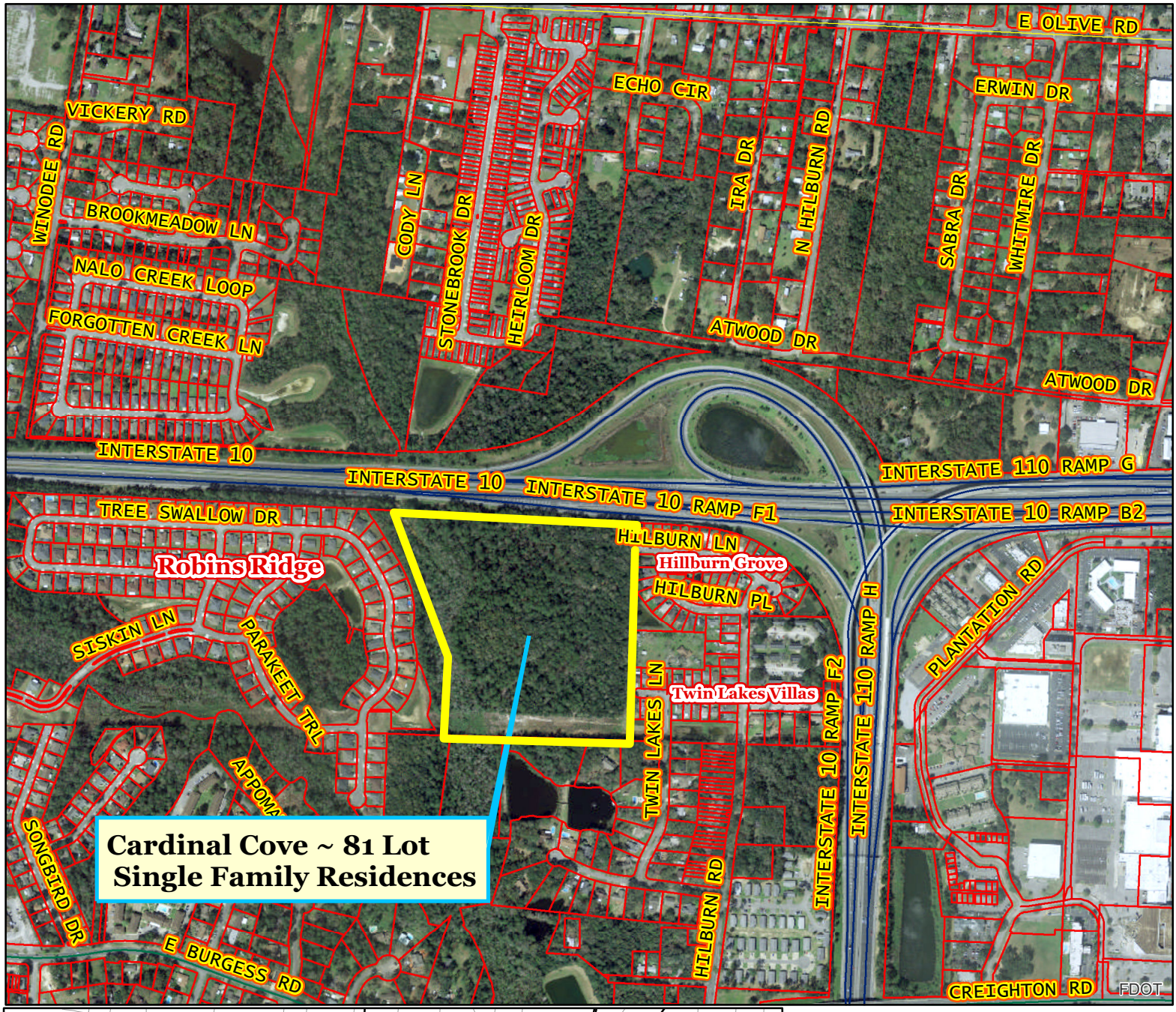
COORDINATION WITH OTHER AGENCIES/PERSONS:

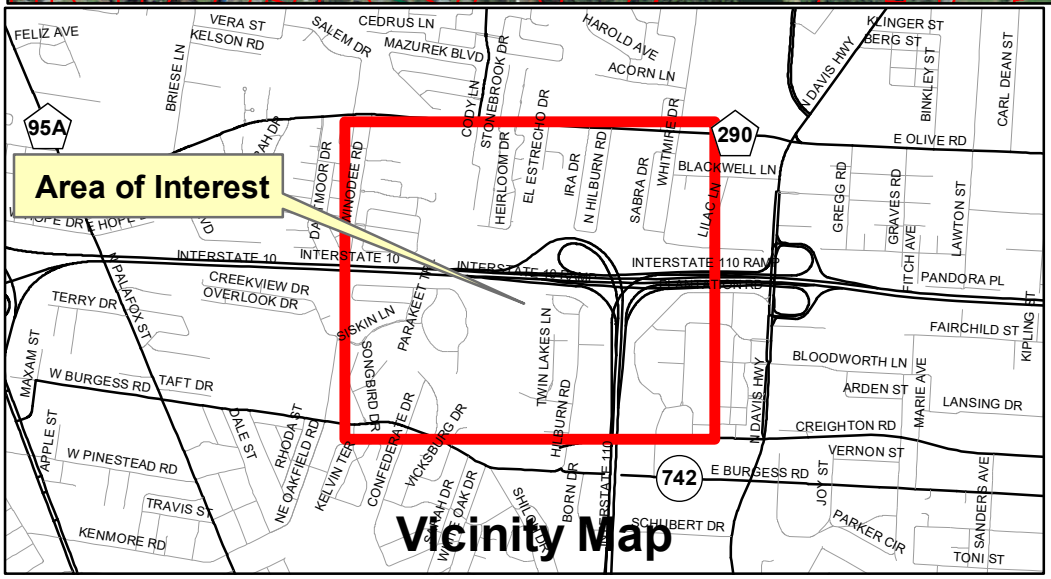
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Approval Letter
IRS Form 8283
Two-Year Warranty Agreement
Final Plat

Final Plat ~ Cardinal Cove
81 Lot Single Family Residences





Vicinity Map





Surveying RGG 06/16/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

June 17, 2019

Street Name Approval Letter

The following names have been submitted for approval:

Cardinal Cove Lane
Cardinal Cove Court

The streets are located in:
Cardinal Cove [redacted]

The name was requested by:

Rebol-Battle & Associates
2301 N 9th Ave., Ste. 300
Pensacola, FL 32503

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

Andrew Hamilton

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Form **8283**
(Rev. November 2019)
Department of the Treasury
Internal Revenue Service

Noncash Charitable Contributions

▶ Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over $500 for all contributed property.
▶ Go to *www.irs.gov/Form8283* for instructions and the latest information.

OMB No. 1545-0908
Attachment Sequence No. 155

Name(s) shown on your income tax return: SNS Iron Rock, LLC
Identifying number: 83-2914358

Note: Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of $5,000 or Less and Publicly Traded Securities—List in this section **only** an item (or groups of similar items) for which you claimed a deduction of $5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than $5,000 (see instructions).

Part I **Information on Donated Property**—If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) If donated property is a vehicle (see instructions), check the box. Also enter the vehicle identification number (unless Form 1098-C is attached).	(c) Description and condition of donated property (For a vehicle, enter the year, make, model, and mileage. For securities and other property, see instructions.)
A		☐	
B		☐	
C		☐	
D		☐	
E		☐	

Note: If the amount you claimed as a deduction for an item is $500 or less, you do not have to complete columns (e), (f), and (g).

	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acquired by donor	(g) Donor's cost or adjusted basis	(h) Fair market value (see instructions)	(i) Method used to determine the fair market value
A						
B						
C						
D						
E						

Part II **Partial Interests and Restricted Use Property**—Complete lines 2a through 2e if you gave less than an entire interest in a property listed in Part I. Complete lines 3a through 3c if conditions were placed on a contribution listed in Part I; also attach the required statement (see instructions).

2a Enter the letter from Part I that identifies the property for which you gave less than an entire interest ▶ _____
If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year ▶ _____
(2) For any prior tax years ▶ _____

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different from the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept ▶ _____

e Name of any person, other than the donee organization, having actual possession of the property ▶ _____

		Yes	No
3a	Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?		
b	Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?		
c	Is there a restriction limiting the donated property for a particular use?		

Name(s) shown on your income tax return: SNS Iron Rock, LLC

Identifying number: 83-2914358

Section B. Donated Property Over $5,000 (Except Publicly Traded Securities, Vehicles, Intellectual Property or Inventory Reportable in Section A)—Complete this section for one item (or a group of similar items) for which you claimed a deduction of more than $5,000 per item or group (except contributions reportable in Section A). Provide a separate form for each item donated unless it is part of a group of similar items. A qualified appraisal is generally required for items reportable in Section B. See instructions.

Part I Information on Donated Property

4 Check the box that describes the type of property donated.

- a ☐ Art* (contribution of $20,000 or more)
- b ☐ Qualified Conservation Contribution
- c ☐ Equipment
- d ☐ Art* (contribution of less than $20,000)
- e ☐ Other Real Estate
- f ☐ Securities
- g ☐ Collectibles**
- h ☐ Intellectual Property
- i ☐ Vehicles
- j ☑ Other

*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antiques, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Collectibles include coins, stamps, books, gems, jewelry, sports memorabilia, dolls, etc., but not art as defined above.

Note: In certain cases, you must attach a qualified appraisal of the property. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If any tangible personal property or real property was donated, give a brief summary of the overall physical condition of the property at the time of the gift	(c) Appraised fair market value
A	15.98 Acres Wetlands, Creek and Buffer/Access	vacant land, except power line improvements in that easement	76,500
B			
C			
D			

	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See Instructions (h) Amount claimed as a deduction	See Instructions (i) Date of contribution
A	Oct, 2019	Purchase	76,500		76,500	July 2, 2020
B						
C						
D						

Part II Taxpayer (Donor) Statement—List each item included in Part I above that the appraisal identifies as having a value of $500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than $500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions. ▶

Signature of taxpayer (donor) ▶ [signature], Rodney Sutton, MAI, SR Date ▶ 6-25-2020

Part III Declaration of Appraiser

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this Form 8283 may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c).

Sign Here Signature ▶ [signature] Title ▶ MAI, President Date ▶ 6/25/2020

Business address (including room or suite no.)
1550 Creighton Rd, Suite 4
City or town, state, and ZIP code
Pensacola, FL 32504

Identifying number: 59-3416164

Part IV Donee Acknowledgment—To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on the following date ▶

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 3 years after the date of receipt, it will file **Form 8282,** Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? . . . . . ▶ ☐ Yes ☐ No

Name of charitable organization (donee)	Employer identification number	
Address (number, street, and room or suite no.)	City or town, state, and ZIP code	
Authorized signature	Title	Date

Prepared by:
Rebol-Battle & Associates, LLC
2301 N. 9th Ave. Ste 300
Pensacola, FL 32503

TWO-YEAR WARRANTY AGREEMENT
FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT
SURETY/FINANCIAL SECURITY
(Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between SNS Iron Rock, LLC, a limited liability company organized under the laws of the State of Florida whose address is 120 East Main Street Suite A, Pensacola, FL 32502 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Cardinal Cove Development, more particularly described as follows:

See Exhibit A (Legal Description) for Cardinal Cove PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Blake McKinney
(printed name)

WITNESS:

Sandra Marsh
(printed name)

DEVELOPER/OWNER:

SNS Iron Rock, LLC
(name of limited liability company)

By: _____
(signature)

Neal B. Nash
(printed name)

Manager
(select one title: manager/member/managing member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of JUNE, 2020, by NEAL NASH as MANAGER (select one title: Manager/Member/Managing Member) of SNS IRON ROCK, LLC (name of limited liability company). He/~~She~~ (X) is personally known to me, or (___) has produced _____ as identification.

Marie Price
Signature of Notary

MARIE PRICE
Name of Notary (printed)

(Notary Seal)

MARIE PRICE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. GG 170451
MY COMMISSION EXPIRES MARCH 14, 2022

WITNESS:

By:_____

_____

Title:_____

Address: _____

_____

By:_____

_____

Title:_____

Address: _____

_____

WITNESS:

signature section if not signed by contractor):

By:_____

_____

Title:_____

Address: _____

_____

By:_____

_____

Title:_____

Address: _____

_____

ATTEST: Pam Childers
Clerk of the Circuit Court

_____

Deputy Clerk

BCC Approved: _____

ENGINEER OF RECORD (optional – remove this signature section if not signed by engineer):

By:_____

_____

Title:_____

Address: _____

_____

____ day of _____,20___

PRIME CONTRACTOR (optional – remove this

By:_____

_____

Title:_____

Address: _____

_____

____ day of _____,20___

Escambia County, through its Board of County Commissioners

By:_____

_____, Chairman

____ day of _____,20___

This document approved as to form and legal sufficiency.

By Kim M. Johnson

Title Assistant County Attorney

Date 6-25-2020

Exhibit A
Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRIPTION WHICH MATCHES THE FINAL PLAT AND INDICATE WHO PREPARED THE EXHIBIT A

Prepared by: Rebol-Battle & Associates, LLC

Cardinal Cove

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)
BEGINNING AT A 4" X 4" CONCRETE PERMANENT REFERENCE MONUMENT (PRM) NUMBER 7312 LOCATED ON THE EAST LINE OF ROBIN'S RIDGE 1ST ADDITION, A SUBDIVISION OF A PORTION OF FRACTIONAL SECTIONS 28 AND 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS RECORDED IN PLAT BOOK 18, AT PAGE 58 AND 58A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 54 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF SAID ROBIN'S RIDGE 1ST ADDITION FOR A DISTANCE OF 444.98 FEET TO A 4" X 4" CONCRETE PRM NUMBER 7312; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 849.85 FEET TO A CONCRETE PRM NUMBER 7312 AT THE NORTHEAST CORNER OF SAID ROBIN'S RIDGE 1ST ADDITION AND THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF INTERSTATE HIGHWAY 10 (STATE ROAD #8) A 300' R/W; THENCE DEPARTING SAID ROBIN'S RIDGE 1ST ADDITION, PROCEED SOUTH 87 DEGREES 05 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 1342.89 FEET TO A 4" X 4" PRM (TOP BROKEN) AT THE NORTHWEST CORNER OF HILBURN GROVE, A SUBDIVISION OF A PORTION OF GOVERNMENT LOT 1, OF THE AFORESAID SECTION 29 AS RECORDED IN PLAT BOOK 15, AT PAGE 34, OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, SAID CORNER ALSO BEING ON THE WEST LINE OF THE EAST 1320.00 FEET OF SAID SECTION 29; THENCE DEPARTING SAID SOUTHERLY R/W LINE, PROCEED SOUTH 02 DEGREES 33 MINUTES 26 SECONDS WEST ALONG SAID WEST LINE OF THE EAST 1320.00 FEET, ALSO BEING THE WEST LINE OF SAID HILBURN GROVE, TO AND ALONG THE WEST LINE OF TWIN LAKES VILLAS, A SUBDIVISION OF A PORTION OF SAID SECTION 29, AS RECORDED IN PLAT BOOK 15, AT PAGE 57, OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY FOR A DISTANCE OF 1203.49 FEET TO A 4" X 4" CONCRETE PRM WITH "X" CHISELED IN TOP AT THE SOUTHWEST CORNER OF SAID TWIN LAKES VILLAS, SAID PRM ALSO BEING ON THE SOUTH LINE OF A GULF POWER COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 96, AT PAGE 206 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE DEPARTING SAID WEST LINE, PROCEED NORTH 88 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID GULF POWER COMPANY EASEMENT ALSO BEING THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1013.74 FEET TO A CONCRETE PRM ON THE AFORESAID EAST LINE OF ROBIN'S RIDGE 1ST ADDITION AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 31.16 ACRES MORE OR LESS.

CARDINAL COVE

AN 81 LOT SUBDIVISION, A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

JUNE, 2020

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

BEGINNING AT A 4" X 4" CONCRETE PERMANENT REFERENCE MONUMENT (PRM) NUMBER 7312 LOCATED ON THE EAST LINE OF ROBIN'S RIDGE 1ST ADDITION, A SUBDIVISION OF A PORTION OF FRACTIONAL SECTIONS 28 AND 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS RECORDED IN PLAT BOOK 18, AT PAGE 58 AND 58A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 02 DEGREES 54 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF SAID ROBIN'S RIDGE 1ST ADDITION FOR A DISTANCE OF 444.98 FEET TO A 4" X 4" CONCRETE PRM NUMBER 7312; THENCE PROCEED NORTH 20 DEGREES 26 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 849.85 FEET TO A CONCRETE PRM NUMBER 7312 AT THE NORTHEAST CORNER OF SAID ROBIN'S RIDGE 1ST ADDITION AND THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF INTERSTATE HIGHWAY 10 (STATE ROAD #8) A 300' R/W; THENCE DEPARTING SAID ROBIN'S RIDGE 1ST ADDITION, PROCEED SOUTH 87 DEGREES 05 MINUTES 59 SECONDS EAST ALONG SAID SOUTHERLY R/W LINE FOR A DISTANCE OF 1342.89 FEET TO A 4" X 4" PRM (TOP BROKEN) AT THE NORTHWEST CORNER OF HILBURN GROVE, A SUBDIVISION OF A PORTION OF GOVERNMENT LOT 1, OF THE AFORESAID SECTION 29 AS RECORDED IN PLAT BOOK 15, AT PAGE 34, OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY, SAID CORNER ALSO BEING ON THE WEST LINE OF THE EAST 1320.00 FEET OF SAID SECTION 29; THENCE DEPARTING SAID SOUTHERLY R/W LINE, PROCEED SOUTH 02 DEGREES 33 MINUTES 26 SECONDS WEST ALONG SAID WEST LINE OF THE EAST 1320.00 FEET, ALSO BEING THE WEST LINE OF SAID HILBURN GROVE, TO AND ALONG THE WEST LINE OF TWIN LAKES VILLAS, A SUBDIVISION OF A PORTION OF SAID SECTION 29, AS RECORDED IN PLAT BOOK 15, AT PAGE 57, OF THE PUBLIC RECORDS OF THE AFORESAID COUNTY FOR A DISTANCE OF 1203.49 FEET TO A 4" X 4" CONCRETE PRM WITH "X" CHISELED IN TOP AT THE SOUTHWEST CORNER OF SAID TWIN LAKES VILLAS, SAID PRM ALSO BEING ON THE SOUTH LINE OF A GULF POWER COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 96, AT PAGE 206 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE DEPARTING SAID WEST LINE, PROCEED NORTH 88 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID GULF POWER COMPANY EASEMENT ALSO BEING THE SOUTH LINE OF THE NORTH 1320.00 FEET OF SAID SECTION 29 FOR A DISTANCE OF 1013.74 FEET TO A CONCRETE PRM ON THE AFORESAID EAST LINE OF ROBIN'S RIDGE 1ST ADDITION AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 31.16 ACRES MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; COPY OF PREVIOUS SURVEY BY EMERALD COAST ENGINEERING & SURVEYING, LLC, JOB NUMBER: 05-10-039, DATED 11-10-05; COPY OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MAPS, SECTION NO. 48260-2403, ROAD NO. 8, REVISED 3-09-59; COPY OF THE RECORD PLAT OF ROBINS RIDGE 1ST ADDITION, AS RECORDED IN PLAT BOOK 18 AT PAGES 58 & 58A; COPY OF THE RECORD PLAT OF TWIN LAKES VILLAS AS RECORDED IN PLAT BOOK 15 AT PAGE 57; COPY OF THE RECORD PLAT HILBURN GROVE AS RECORDED IN PLAT BOOK 15 AT PAGE 34; COPY OF THE RECORD PLAT OF TWIN LAKES ESTATES AS RECORDED IN PLAT BOOK 10 AT PAGE 72; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
2. THE BASIS OF BEARING REFERENCE: THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE No. 10 (AKA STATE ROAD No. 8, 200' RIGHT-OF-WAY) HAVING A BEARING OF SOUTH 87°05'59" EAST.
3. A PLAT CERTIFICATION LETTER WAS FURNISHED AND USED IN THE PREPARATION OF THIS PLAT, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, AND DATED MARCH 20, 2020 ; FILE NUMBER A0458-145318.
4. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
5. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO SERVE AS EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.
6. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF ALL UTILITIES AS PROVIDED BY GULF POWER COMPANY, ENERGY SERVICES OF PENSACOLA, EMERALD COAST UTILITIES AUTHORITY, BELLSOUTH, COX COMMUNICATIONS OR OTHER APPLICABLE UTILITY COMPANIES SERVICING THIS AREA AND ALL SUCCESSORS AND ASSIGNS OF THE AFOREMENTIONED UTILITY PROVIDERS.
7. ALL LANDSCAPING, FENCING, RETAINING WALLS OR OTHER STRUCTURES MAINTAINED OR CONSTRUCTED WITHIN THE PRIVATE DRAINAGE EASEMENTS MUST NOT OBSTRUCT THE FLOW OF WATER ACROSS OR THROUGH SAID DRAINAGE EASEMENTS.
8. AS PER THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, DSM 2-1.3(D) SIGHT TRIANGLE REQUIREMENTS:
   - AT A MINIMUM, A SITE TRIANGLE SHALL BE PROVIDED 35' FROM EDGE OF PAVEMENT TO 35' EDGE OF PROPOSED ROAD OR DRIVEWAY.
9. ALL LOT LINES ARE RADIAL UNLESS NOTED AS NON-RADIAL (NR).
10. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN PUBLIC OR PRIVATE DRAINAGE / ACCESS EASEMENTS. THESE EASEMENTS SHALL BE ACCESSIBLE AT ALL TIMES.
11. THERE ARE 10 FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH PROPERTY LINE, BEING 5 FEET ON EACH LOT. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
12. WETLANDS AND THEIR ASSOCIATED BUFFERS SHALL REMAIN IN THEIR NATURAL, VEGETATED STATE, UNLESS ALL ACTIVITIES ARE PROPERLY PERMITTED BY THE APPROPRIATE JURISDICTIONAL AGENCIES.

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE WITHIN PLAT BEING PRESENTED TO THE BOARD OF THE COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2020, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORDS ON THE _____, DAY OF _____, 2020,
AND FILED IN PLAT BOOK _____, AT PAGES _____, OF SAID COUNTY.

SEAL

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA.
SIGNED THIS_____ DAY OF_____, 2020.

SEAL

_____
JOSEPH E. BARRETT, PROFESSIONAL SURVEYOR AND MAPPER
FOR ESCAMBIA COUNTY, FLORIDA
STATE OF FLORIDA REGISTRATION No.6260

STATE PLANE COORDINATES
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (2011) FLORIDA NORTH ZONE

STATION	NORTHING	EASTING	LATITUDE (NORTH)	LONGITUDE (WEST)	SCALE FACTOR	CONVERGENCE ANGLE	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
GPS No. 1	557042.7300	1106157.3301	N030° 30' 11.6070"	W087° 14' 18.3190"	0.99996556	-001° 22' 34.06"	73.18'	1.00000081	0.99996637
GPS No. 2	556974.7816	1107498.4963	N030° 30' 11.2532"	W087° 14' 02.9740"	0.99996555	-001° 22' 26.34"	113.11'	0.99999890	0.99996445
GPS No. 3	555772.4888	1107444.8001	N030° 29' 59.3433"	W087° 14' 03.2581"	0.99996521	-001° 22' 26.49"	102.24'	0.99999942	0.99996463

LOCATION ESTABLISHED FROM FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK.

FORMULA TO CONVERT GRID DISTANCE TO GROUND DISTANCE: DIVIDE THE GRID DISTANCE BY THE MCSF

FORMULA TO CONVERT GROUND DISTANCE TO GRID DISTANCE: MULTIPLY THE GROUND DISTANCE BY THE MCSF

MEAN COMBINED SCALE FACTOR (MCSF) = $\frac{CSF_1 + CSF_2}{2}$ GROUND DISTANCE = $\frac{GRID\ DISTANCE}{MCSF}$ GRID DISTANCE = GROUND DISTANCE x MCSF

OWNER AND DEVELOPER
SNS IRON ROCK, LLC.
NEAL B. NASH
MANAGER
120 EAST MAIN STREET, SUITE A
PENSACOLA, FLORIDA 32502
(850) 429-8640

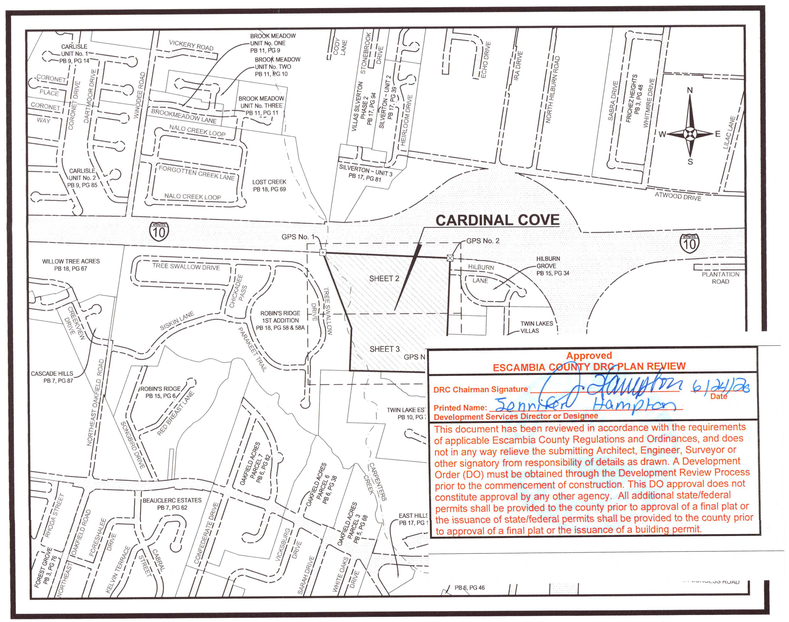
PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS P.S.M. No.6211
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

CIVIL ENGINEER
JEREMY R. KING, P.E. No. 76144
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916



Approved
ESCAMBIA COUNTY DRC PLAN REVIEW
DRC Chairman Signature J. Hampton 6/24/26 Date
Printed Name: Jennifer Hampton
Development Services Director or Designee
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

VICINITY MAP & INDEX SHEET
SCALE: 1" = 750'

SITE INFORMATION

PROPERTY ZONING:	HDR
FUTURE LAND USE:	SINGLE FAMILY RESIDENTIAL
PROPERTY REFERENCE No'S:	29-1S-30-1103-000-000
TOTAL SITE AREA:	31.16 ACRES
REQUIRED BUILDING SETBACKS:	FRONT YARD - 20 FEET REAR YARD - 15 FEET SIDE YARD - 10 FEET OR 10% OF THE LOT WIDTH A THE STREET RIGHT-OF-WAY, WHICHEVER IS LESS, BUT AT LEAST 5 FEET. FOR STRUCTURES EXCEEDING 35 FEET ABOVE HIGHEST ADJACENT GRADE, AN ADDITIONAL 2 FEET FOR EACH ADDITIONAL 10 FEET IN HEIGHT, BUT NOT REQUIRED TO EXCEED 15 FEET.
No. OF PROPOSED LOTS	81

SHEET INDEX

SHEET 1	SITE INFORMATION, DESCRIPTION, GENERAL NOTES, DEDICATION & CERTIFICATES
SHEET 2	FINAL PLAT, LEGEND, LINE TABLE & CURVE TABLE
SHEET 2	FINAL PLAT, LEGEND, LINE TABLE & CURVE TABLE

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT SNS IRON ROCK, LLC, A FLORIDA LIMITED LIABILITY COMPANY (OWNER AND DEVELOPER), AND SMARTBANK (MORTGAGEE) HEREBY STATE AND DECLARE THEY ARE THE FEE SIMPLE OWNERS OF THE LANDS REFERRED TO AS CARDINAL COVE, AS DESCRIBED IN THE LEGAL DESCRIPTION, WHICH IS PART OF THIS PLAT, AND DO HEREBY MAKE THE FOLLOWING DEDICATIONS:

A. TO THE CARDINAL COVE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, PARCEL D (MAIL KIOSK, PRIVATE) PARCEL E (COMMON AREA, PRIVATE), AND PARCEL F (SIGN / COMMON AREA, PRIVATE); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

B. TO THE CARDINAL COVE HOMEOWNERS' ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, ALL 5' PRIVATE DRAINAGE EASEMENTS; FOR PURPOSES OF OPERATION AND MAINTENANCE.

C. TO ESCAMBIA COUNTY, ITS SUCCESSORS AND ASSIGNS, HILBURN LANE (50' RIGHT-OF-WAY, PUBLIC), CARDINAL COVE LANE (50' RIGHT-OF-WAY, PUBLIC), CARDINAL COVE COURT (50' RIGHT-OF-WAY, PUBLIC), PARCEL A (DRY STORMWATER POND, PUBLIC), PARCEL B (WET STORMWATER POND, PUBLIC), PARCEL C (WET STORMWATER POND, PUBLIC), PARCEL G (20' DRAINAGE RIGHT-OF-WAY, PUBLIC), PARCEL I (GULF POWER EASEMENT, WETLAND ACCESS, PUBLIC), AND PARCEL J (WETLANDS AND BUFFER, PUBLIC); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.

D. TO ESCAMBIA COUNTY, ITS SUCCESSORS AND ASSIGNS, ALL PUBLIC DRAINAGE & ACCESS EASEMENTS DESIGNATED ON THE PLAT; FOR PURPOSES OF OPERATION AND MAINTENANCE.

E. TO ALL UTILITY PROVIDERS, THE 5' & 10' UTILITY EASEMENTS LOCATED ADJACENT TO HILBURN LANE (50' RIGHT-OF-WAY, PUBLIC), CARDINAL COVE LANE (50' RIGHT-OF-WAY, PUBLIC), CARDINAL COVE COURT (50' RIGHT-OF-WAY, PUBLIC); FOR PURPOSES OF OPERATION AND MAINTENANCE.

IN WITNESS WHEREOF, SNS IRON ROCK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

_____
NEAL B. NASH, MANAGER
SNS IRON ROCK, LLC (OWNER AND DEVELOPER)

_____
WITNESS 1:

_____
WITNESS 2:

_____
JOHNNIE WRIGHT, SENIOR VICE PRESIDENT
SMARTBANK (MORTGAGEE)

_____
WITNESS 1:

_____
WITNESS 2:

NOTARY PUBLIC: (OWNER AND DEVELOPER)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED NEAL B. NASH, MANAGER, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

_____
SIGNATURE

_____
PRINT NAME

COMMISION NO._____

MY COMMISSION EXPIRES:_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC: (MORTGAGEE)

BEFORE THE SUBSCRIBER PERSONALLY APPEARED JOHNNIE WRIGHT, SENIOR VICE PRESIDENT, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY _____ KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2020.

_____
SIGNATURE

_____
PRINT NAME

COMMISION NO._____

MY COMMISSION EXPIRES:_____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

CERTIFICATE OF ATTORNEY:

I, ALAN BOOKMAN, AS MEMBER OF THE FLORIDA BAR, AND ON BEHALF OF THE OWNER HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.
SIGNED THIS_____ DAY OF_____, 2020.

_____
ALAN BOOKMAN, ESQUIRE

ENGINEER'S CERTIFICATE:

I, JEREMY R. KING, HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR CARDINAL COVE, AND THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.
SIGNED THIS_____ DAY OF_____, 2020.

SEAL

_____
JEREMY R. KING, PROFESSIONAL ENGINEER
STATE OF FLORIDA P.E. LICENSE No. 76144

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THE PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA COUNTY, FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.
SIGNED THIS 24TH DAY OF JUNE, 2020.

_____
MARK A. NORRIS, PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No.6211 LB No.7916
REBOL-BATTLE & ASSOCIATES
2301 NORTH NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503

MARK A. NORRIS
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
STATE OF FLORIDA

SHEET 1 0F 3

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

CARDINAL COVE

AN 81 LOT SUBDIVISION, A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

JUNE, 2020

PREPARED BY

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916

PROFESSIONAL SURVEYOR AND MAPPER
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PENSACOLA, FLORIDA 32503
(850) 438-0400

OWNER AND DEVELOPER
SNS IRON ROCK, LLC.
NEAL B. NASH
MANAGER
120 EAST MAIN STREET, SUITE A
PENSACOLA, FLORIDA 32502
(850) 429-8640

CIVIL ENGINEER
JEREMY R. KING, P.E. No. 76144
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

HORIZONTAL SCALE

50 0 25 50 100 200

(IN FEET)

1 INCH = 50 FT.

LEGEND:

⊠	SET P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 7916)	INC.	DENOTES INCORPORATED
⊙	SET NAIL AND DISK P.C.P. (No. LB 7916)	L1	DENOTES LINE NUMBER (SEE LINE TABLE)
⊡	FOUND P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 6112)	LB	DENOTES SURVEYOR BUSINESS LICENSE NUMBER
⊡	FOUND P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 7312)	±	DENOTES MORE OR LESS
⊠	FOUND 4"x4" CONCRETE MONUMENT (WITH "X" CUT)	(NR)	DENOTES NON-RADIAL
	DENOTES PROPOSED DRAINAGE & ACCESS EASEMENT	No.	DENOTES NUMBER
	DENOTES PROPOSED VEGETATED NATURAL BUFFER	O.R.	DENOTES OFFICIAL RECORDS BOOK
E_A_E	DENOTES NON-TIDAL WETLANDS (11.97 AC / 521,498 SF)	PG	DENOTES PAGE
	DENOTES WETLANDS BUFFER (2.11 AC / 91,942 SF)	P.C.P.	DENOTES PERMANENT CONTROL POINT
14	DENOTES LOT NUMBER	P.C.M.	DENOTES PERMANENT REFERENCE MONUMENT
Ac.	DENOTES ACRES	(P)	DENOTES PLAT INFORMATION
AKA	DENOTES ALSO KNOWN AS	PB	DENOTES PLAT BOOK
&	AND	PCC	DENOTES POINT OF COMPOUND CURVATURE
BFE	DENOTES BASE FLOOD ELEVATION	PC	DENOTES POINT OF CURVATURE
BSL	DENOTES BUILDING SET BACK LINE	PI	DENOTES POINT OF INTERSECTION
CSF	DENOTES COMBINED SCALE FACTOR	PRC	DENOTES POINT OF REVERSE CURVATURE
C1	DENOTES CURVE IDENTIFICATION (SEE CURVE TABLE)	PT	DENOTES POINT OF TANGENCY
D/A	DENOTES PUBLIC DRAINAGE AND ACCESS EASEMENT	P.E.	DENOTES PROFESSIONAL ENGINEER
D/E	DENOTES DRAINAGE EASEMENT	RP	DENOTES RADIUS POINT
FT.	DENOTES FEET	SF	DENOTES SQUARE FEET
FDOT	DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	DENOTES TYPICAL
GPS	DENOTES GLOBAL POSITIONING SYSTEM	U/E	DENOTES UTILITY EASEMENT

N
W E
S

LINE TABLE		
Line No.	Length	Direction
L1	25.00'	S 02°54'01" W
L2	25.87'	S 86°04'56" W
L3	18.53'	N 86°26'04" W
L4	25.00'	N 25°06'01" E
L6	25.87'	S 86°04'56" W
L7	18.53'	N 86°26'04" W
L8	18.53'	S 86°26'04" E
L9	25.87'	N 86°04'56" E
L10	20.47'	S 43°25'22" E
L11	10.00'	N 74°39'22" E
L13	14.78'	N 25°07'49" E
L20	22.95'	N 02°33'26" E
L21	22.63'	N 40°11'09" W
L22	27.57'	S 56°29'25" W
L23	12.19'	N 55°35'54" W
L27	21.37'	N 62°41'41" E
L28	24.31'	N 55°53'27" W
L29	19.66'	N 74°11'24" W
L30	32.18'	N 49°36'02" W
L31	24.91'	S 82°22'46" W
L32	26.67'	N 60°06'59" W
L33	16.24'	S 64°53'59" E
L34	49.93'	N 43°04'30" E
L36	25.00'	N 16°55'30" W
L38	40.18'	N 22°41'05" W
L39	36.70'	S 60°14'38" E

CURVE TABLE					
CURVE No.	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	175.00'	16°05'06"	49.13'	48.97'	N 79°24'01" W
C2	225.00'	15°44'30"	61.82'	61.62'	N 79°13'44" W
C5	475.00'	6°28'30"	53.68'	53.65'	S 89°19'11" W
C6	525.00'	7°29'00"	68.57'	68.52'	S 89°49'26" W
C7	425.00'	21°32'05"	159.74'	158.80'	N 75°40'02" W
C8	150.00'	16°05'06"	42.11'	41.97'	N 79°24'01" W
C9	250.00'	15°44'30"	68.69'	68.47'	N 79°13'44" W
C10	50.00'	250°31'44"	218.63'	81.65'	S 32°21'51" E
C11	25.00'	70°31'44"	30.77'	28.87'	N 57°38'09" E
C12	25.00'	89°39'25"	39.12'	35.25'	S 42°16'16" E
C13	25.00'	90°00'00"	39.27'	35.36'	S 47°33'26" W
C14	500.00'	6°28'30"	56.50'	56.47'	S 89°19'11" W
C15	500.00'	7°29'00"	65.30'	65.26'	S 89°49'26" W
C16	400.00'	21°32'05"	150.34'	149.46'	N 75°40'02" W
C17	25.00'	70°31'44"	30.77'	28.87'	N 29°38'01" W
C18	50.00'	250°31'44"	218.63'	81.65'	S 60°21'53" W
C19	450.00'	21°32'05"	169.13'	168.14'	S 75°40'02" E
C20	550.00'	7°29'00"	71.83'	71.78'	N 89°49'26" E
C21	450.00'	6°28'30"	50.85'	50.83'	N 89°19'11" E
C29	25.00'	98°29'10"	42.97'	37.87'	N 51°48'01" E
C30	200.00'	7°35'56"	26.52'	26.51'	S 75°09'26" E
C31	200.00'	16°05'06"	56.15'	55.96'	S 79°24'01" E
C32	250.00'	9°21'05"	40.80'	40.76'	N 76°02'01" W
C33	250.00'	6°23'25"	27.88'	27.87'	N 83°54'16" W
C34	50.00'	31°39'21"	27.62'	27.27'	S 77°04'21" W
C35	50.00'	31°39'21"	27.62'	27.27'	S 45°25'00" W

CURVE TABLE					
CURVE No.	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C36	50.00'	44°55'57"	39.21'	38.21'	S 07°07'21" W
C37	50.00'	119°08'54"	103.98'	86.23'	S 74°55'04" E
C38	50.00'	23°08'11"	20.19'	20.05'	N 33°56'23" E
C39	500.00'	1°15'07"	10.93'	10.93'	N 88°04'08" W
C40	500.00'	4°35'37"	40.09'	40.08'	S 85°00'30" W
C41	500.00'	0°33'45"	5.49'	5.49'	S 86°23'49" W
C42	500.00'	1°01'07"	8.89'	8.89'	S 86°35'30" W
C43	500.00'	4°35'31"	40.07'	40.06'	S 89°23'48" W
C44	500.00'	1°52'22"	16.34'	16.34'	N 87°22'15" W
C45	400.00'	0°44'08"	5.14'	5.14'	N 86°04'00" W
C46	400.00'	5°45'02"	40.15'	40.13'	N 82°49'24" W
C47	400.00'	5°49'41"	40.69'	40.67'	N 77°02'03" W
C48	400.00'	5°58'21"	41.70'	41.68'	N 71°08'02" W
C49	400.00'	3°14'52"	22.67'	22.67'	N 66°31'25" W
C50	50.00'	71°30'09"	62.40'	58.43'	N 30°07'20" W
C51	50.00'	125°53'46"	109.87'	89.06'	S 51°10'42" W
C52	50.00'	53°07'48"	46.36'	44.72'	S 38°29'05" E
C53	450.00'	2°19'17"	18.23'	18.23'	S 66°03'38" E
C54	450.00'	5°05'35"	40.00'	39.99'	S 69°46'04" E
C55	450.00'	5°05'35"	40.00'	39.99'	S 74°51'38" E
C56	450.00'	5°05'35"	40.00'	39.99'	S 79°57'13" E
C57	450.00'	3°56'03"	30.90'	30.89'	S 84°28'02" E
C66	25.00'	14°29'37"	6.32'	6.31'	N 09°48'15" E
C67	25.00'	83°59'32"	36.65'	33.45'	N 59°02'50" E
C69	60.00'	44°34'28"	46.68'	45.51'	N 37°37'51" W

ENVIRONMENTALLY SENSITIVE LANDS		
TYPE	SQUARE FEET	ACRES
WETLANDS	521,498 SF	11.97 ACRES
WETLANDS BUFFER (REQUIRED)	90,665 SF	2.08 ACRES
WETLANDS BUFFER (PROVIDED)	91,942 SF	2.11 ACRES

NOTE: WETLANDS AND THEIR ASSOCIATED BUFFERS SHALL REMAIN IN THEIR NATURAL, VEGETATED STATE.

INTERSTATE 10
(STATE ROAD No. 8)
(300' PUBLIC RIGHT-OF-WAY)

(REFERENCE BEARING)
S 87°05'59" E 1342.89'

GPS No. 1
SOUTH RIGHT-OF-WAY LINE
NORTHEAST CORNER ROBIN'S RIDGE 1ST ADDITION

GPS No. 2
SOUTH RIGHT-OF-WAY LINE
NORTHWEST CORNER HILBURN GROVE

PARCEL A
DRY STORMWATER POND
(PUBLIC)
50,930 SF
1.17 Ac.

PARCEL 'J'
CONSERVATION AREA

TREE SWALLOW DRIVE
(50' PUBLIC RIGHT-OF-WAY) (P)

ROBIN'S RIDGE 1ST ADDITION
PLAT BOOK 18, PAGES 58 & 58A

N 20°39'19" W 849.85'

NORTHEAST CORNER ROBIN'S RIDGE 1ST ADDITION

SOUTHEAST CORNER ROBIN'S RIDGE 1ST ADDITION

APPROXIMATE CENTERLINE CARPENTERS CREEK

ESCAMBIA COUNTY, US ARMY CORPS OF ENGINEERS, NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT JURISDICTIONAL WETLANDS LINE AS DELINEATED BY BIOME CONSULTING GROUP ON MAY 26, 2018

PARCEL J
WETLANDS AND BUFFER
(PUBLIC)
613,429 SF
14.08 Ac.

VEGETATED NATURAL BUFFER No. 1
6,421 SF / 0.15 Ac.

VEGETATED NATURAL BUFFER No. 2
22,302 SF / 0.51 Ac.

PARCEL B
WET STORMWATER POND
(PUBLIC)
54,708 SF / 1.26 Ac.

PARCEL D
MAIL KIOSK
(PRIVATE)
10,399 SF
0.24 Ac.

PARCEL E
COMMON AREA
(PRIVATE)
6,188 SF
0.14 Ac.

HILBURN LANE
(50' RIGHT-OF-WAY)

HILBURN LANE
(50' RIGHT-OF-WAY) (P)

CARDINAL COVE LANE
(50' RIGHT-OF-WAY)

CARDINAL COVE COURT
(50' RIGHT-OF-WAY)

HILBURN GROVE
PLAT BOOK 15, PAGE 34

PARCEL F
SIGN / COMMON AREA
(PRIVATE)
1,239 SF / 0.03 Ac.

PARCEL 'B'
20' DRAINAGE EASEMENT (PUBLIC)
O.R. 7441, PG 82 &
O.R. 7777, PG 476
(VACATED - O.R. _____, PG. _____)
(VACATED - O.R. _____, PG. _____)

PARCEL G
20' DRAINAGE RIGHT-OF-WAY
(PUBLIC)
2,200 SF / 0.05 Ac.

SOUTHWEST CORNER HILBURN GROVE
SOUTH LINE HILBURN GROVE
WEST LINE HILBURN GROVE

BLOCK A: LOT 1 5,077 SF; LOT 2 4,396 SF; LOT 3 4,414 SF; LOT 4 4,400 SF; LOT 5 4,400 SF; LOT 6 4,400 SF; LOT 7 4,400 SF; LOT 8 4,400 SF; LOT 9 4,400 SF; LOT 10 5,772 SF; LOT 11 8,619 SF

BLOCK B: LOT 1 4,019 SF; LOT 2 4,400 SF; LOT 3 4,400 SF; LOT 4 4,894 SF; LOT 5 4,488 SF; LOT 6 4,400 SF; LOT 7 4,400 SF; LOT 8 4,400 SF; LOT 9 4,400 SF; LOT 10 4,400 SF; LOT 11 4,400 SF; LOT 12 5,390 SF

BLOCK C: LOT 1 5,641 SF; LOT 2 4,428 SF; LOT 3 4,400 SF; LOT 4 4,400 SF; LOT 5 4,400 SF; LOT 6 4,919 SF; LOT 7 4,944 SF; LOT 8 4,400 SF; LOT 9 4,400 SF; LOT 10 4,400 SF; LOT 11 4,400 SF; LOT 12 4,400 SF; LOT 13 3,162 SF; LOT 14 3,718 SF; LOT 15 3,175 SF; LOT 16 3,795 SF; LOT 17 3,844 SF; LOT 18 3,848 SF; LOT 19 3,829 SF; LOT 20 3,784 SF; LOT 21 3,885 SF; LOT 22 4,105 SF; LOT 23 4,355 SF; LOT 24 4,400 SF

BLOCK D: LOT 1 4,400 SF; LOT 2 4,400 SF; LOT 3 4,400 SF; LOT 4 4,400 SF; LOT 5 4,400 SF

BLOCK 'A'
BLOCK 'B'
BLOCK 'C'

MATCH LINE SHEET 3

SHEET 2 0F 3

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____	PLAT BOOK:_____,PAGE:_____

CARDINAL COVE

AN 81 LOT SUBDIVISION, A PORTION OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

JUNE, 2020

HORIZONTAL SCALE

50 0 25 50 100 200

(IN FEET)

1 INCH = 50 FT.

PREPARED BY

RBA

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
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Fax 850.438.0448
EB 00009657 LB7916

PROFESSIONAL SURVEYOR AND MAPPER
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REBOL-BATTLE & ASSOCIATES
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120 EAST MAIN STREET, SUITE A
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2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503
(850) 438-0400

LEGEND:

☒	SET P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 7916)	INC.	DENOTES INCORPORATED
⊙	SET NAIL AND DISK P.C.P. (No. LB 7916)	L1	DENOTES LINE NUMBER (SEE LINE TABLE)
☒	FOUND P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 6112)	LB	DENOTES SURVEYOR BUSINESS LICENSE NUMBER
⊡	FOUND P.R.M. 4"x4" CONCRETE MONUMENT (No. LB 7312)	±	DENOTES MORE OR LESS
▩	FOUND 4"x4" CONCRETE MONUMENT (WITH "X" CUT)	(NR)	DENOTES NON-RADIAL
	DENOTES PROPOSED DRAINAGE & ACCESS EASEMENT	No.	DENOTES NUMBER
	DENOTES PROPOSED VEGETATED NATURAL BUFFER	O.R.	DENOTES OFFICIAL RECORDS BOOK
A / F, A, B	DENOTES NON-TIDAL WETLANDS (11.97 AC / 521,498 SF)	PG	DENOTES PAGE
	DENOTES WETLANDS BUFFER (2.11 AC / 91,942 SF)	P.C.P.	DENOTES PERMANENT CONTROL POINT
14	DENOTES LOT NUMBER	P.C.M.	DENOTES PERMANENT REFERENCE MONUMENT
Ac.	DENOTES ACRES	(P)	DENOTES PLAT INFORMATION
AKA	DENOTES ALSO KNOWN AS	PB	DENOTES PLAT BOOK
&	AND	PCC	DENOTES POINT OF COMPOUND CURVATURE
BFE	DENOTES BASE FLOOD ELEVATION	PC	DENOTES POINT OF CURVATURE
BSL	DENOTES BUILDING SET BACK LINE	PI	DENOTES POINT OF INTERSECTION
CSF	DENOTES COMBINED SCALE FACTOR	PRC	DENOTES POINT OF REVERSE CURVATURE
C1	DENOTES CURVE IDENTIFICATION (SEE CURVE TABLE)	PT	DENOTES POINT OF TANGENCY
D/A	DENOTES PUBLIC DRAINAGE AND ACCESS EASEMENT	P.E.	DENOTES PROFESSIONAL ENGINEER
D/E	DENOTES DRAINAGE EASEMENT	RP	DENOTES RADIUS POINT
FT.	DENOTES FEET	SF	DENOTES SQUARE FEET
FDOT	DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION	(TYP)	DENOTES TYPICAL
GPS	DENOTES GLOBAL POSITIONING SYSTEM	U/E	DENOTES UTILITY EASEMENT

LINE TABLE		
Line No.	Length	Direction
L2	25.87'	S 86°04'56" W
L3	18.53'	N 86°26'04" W
L5	25.00'	N 01°40'00" E
L6	25.87'	S 86°04'56" W
L7	18.53'	N 86°26'04" W
L8	18.53'	S 86°26'04" E
L9	25.87'	N 86°04'56" E
L12	10.00'	S 14°17'07" W
L14	18.98'	N 47°54'38" W
L15	22.48'	N 19°22'54" E
L16	27.65'	N 55°30'44" E
L17	2.17'	S 88°20'00" E
L18	26.05'	S 59°44'21" W
L19	25.70'	N 00°45'57" W
L24	24.87'	N 25°43'37" E
L25	21.97'	N 77°49'16" E
L26	29.84'	S 59°44'21" W
L33	16.24'	S 64°53'59" E
L35	28.85'	N 63°07'36" W
L36	25.00'	N 16°55'30" W
L37	15.03'	N 33°14'39" W
L38	40.18'	N 22°41'05" W
L40	29.37'	N 87°26'34" W

CURVE TABLE					
CURVE No.	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	50.00'	44°33'17"	38.88'	37.91'	S 24°50'05" W
C4	50.00'	44°33'17"	38.88'	37.91'	S 69°23'22" W
C5	475.00'	6°28'30"	53.68'	53.65'	S 89°19'11" W
C6	525.00'	7°29'00"	68.57'	68.52'	S 89°49'26" W
C7	425.00'	21°32'05"	159.74'	158.80'	N 75°40'02" W
C13	25.00'	90°00'00"	39.27'	35.36'	S 47°33'26" W
C14	500.00'	6°28'30"	56.50'	56.47'	S 89°19'11" W
C15	500.00'	7°29'00"	65.30'	65.26'	S 89°49'26" W
C16	400.00'	21°32'05"	150.34'	149.46'	N 75°40'02" W
C19	450.00'	21°32'05"	169.13'	168.14'	S 75°40'02" E
C20	550.00'	7°29'00"	71.83'	71.78'	N 89°49'26" E
C21	450.00'	6°28'30"	50.85'	50.83'	N 89°19'11" E
C22	25.00'	90°00'00"	39.27'	35.36'	S 42°26'34" E
C23	25.00'	89°08'34"	38.88'	35.08'	S 47°06'43" W
C24	25.00'	70°31'44"	30.77'	28.87'	N 53°04'08" W
C25	50.00'	250°31'44"	218.63'	81.65'	S 36°55'52" W
C26	25.00'	30°52'34"	13.47'	13.31'	S 72°53'43" E
C27	50.00'	150°53'42"	131.65'	96.78'	N 47°06'43" E
C28	25.00'	30°52'34"	13.47'	13.31'	N 12°52'51" W
C39	500.00'	1°15'07"	10.93'	10.93'	N 88°04'08" W
C40	500.00'	4°35'37"	40.09'	40.08'	S 89°00'30" W
C41	500.00'	0°37'45"	5.49'	5.49'	S 86°23'49" W
C42	500.00'	1°01'07"	8.89'	8.89'	S 86°35'30" W

CURVE TABLE					
CURVE No.	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C43	500.00'	4°35'31"	40.07'	40.06'	S 89°23'48" W
C44	500.00'	1°52'22"	16.34'	16.34'	N 87°22'15" W
C45	400.00'	0°44'08"	5.14'	5.14'	N 86°04'00" W
C46	400.00'	5°45'02"	40.15'	40.13'	N 82°49'24" W
C47	400.00'	5°49'41"	40.69'	40.67'	N 77°02'03" W
C48	400.00'	5°58'21"	41.70'	41.68'	N 71°08'02" W
C49	400.00'	3°14'52"	22.67'	22.67'	N 66°31'25" W
C52	50.00'	53°07'48"	46.36'	44.72'	S 38°20'05" E
C53	450.00'	2°19'17"	18.23'	18.23'	S 66°03'38" E
C54	450.00'	5°05'35"	40.00'	39.99'	S 69°46'04" E
C55	450.00'	5°05'35"	40.00'	39.99'	S 74°51'38" E
C56	450.00'	5°05'35"	40.00'	39.99'	S 79°57'13" E
C57	450.00'	3°56'03"	30.90'	30.89'	S 84°28'02" E
C58	50.00'	57°54'37"	50.54'	48.41'	N 46°45'34" W
C59	50.00'	192°37'07"	168.09'	99.39'	S 07°58'34" W
C60	25.00'	22°12'09"	9.69'	9.63'	S 77°13'55" E
C61	25.00'	8°40'25"	3.78'	3.78'	S 61°47'39" E
C62	50.00'	41°29'59"	36.22'	35.43'	S 78°12'26" E
C63	50.00'	45°50'12"	40.00'	38.94'	N 58°07'29" E
C64	50.00'	45°50'12"	40.00'	38.94'	N 12°17'17" E
C65	50.00'	17°41'18"	15.44'	15.37'	N 19°28'28" W
C68	60.00'	77°24'44"	81.07'	75.04'	N 65°34'45" E

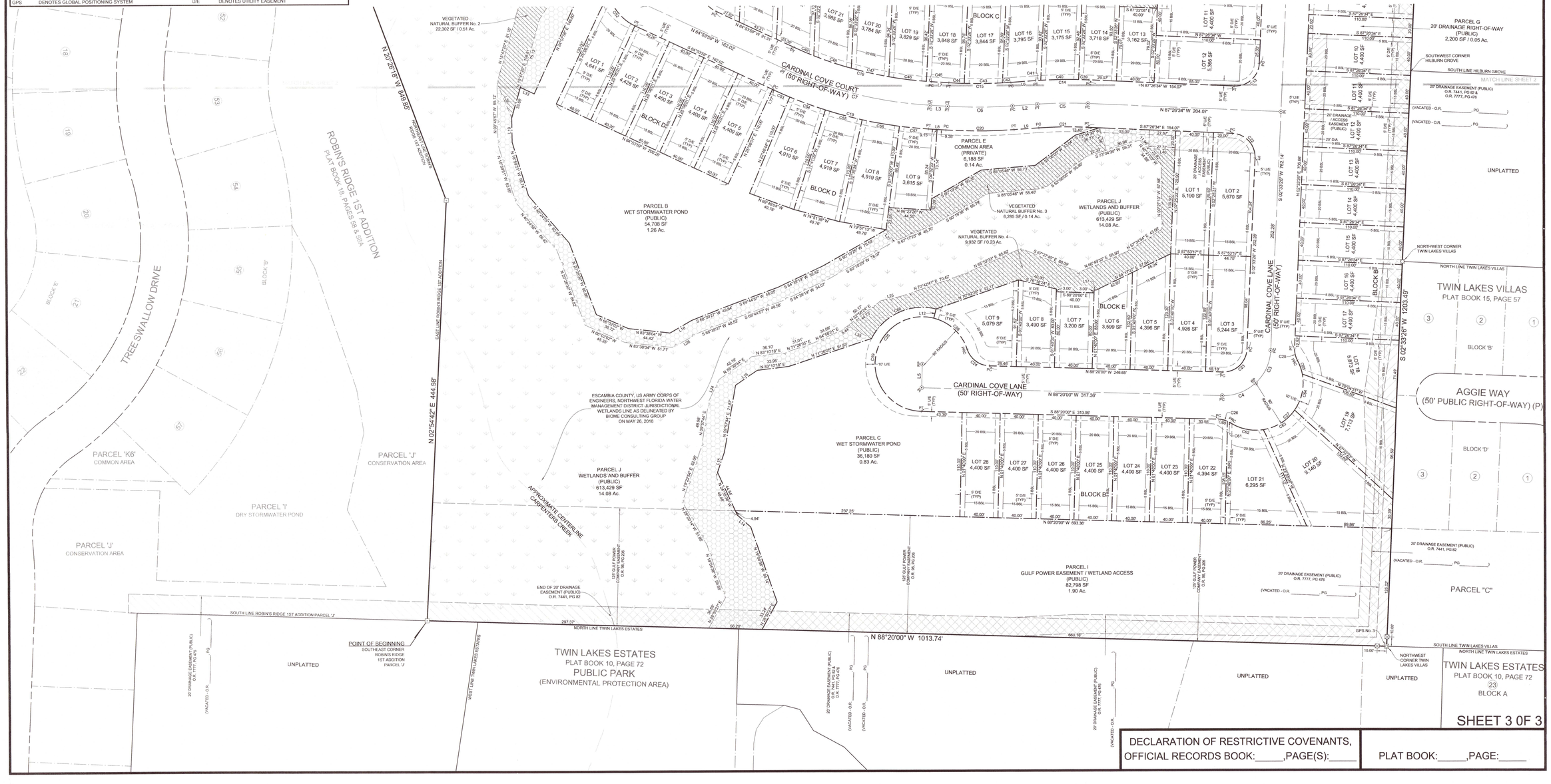
ENVIRONMENTALLY SENSITIVE LANDS		
TYPE	SQUARE FEET	ACRES
WETLANDS	521,498 SF	11.97 ACRES
WETLANDS BUFFER (REQUIRED)	90,665 SF	2.08 ACRES
WETLANDS BUFFER (PROVIDED)	91,942 SF	2.11 ACRES

NOTE: WETLANDS AND THEIR ASSOCIATED BUFFERS SHALL REMAIN IN THEIR NATURAL, VEGETATED STATE.

N

W E

S



SHEET 3 0F 3

DECLARATION OF RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK:_____,PAGE(S):_____

PLAT BOOK:_____,PAGE:_____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18137 **Growth Management Report** **13. 2.**
BCC Regular Meeting **Action**
Meeting Date: 07/02/2020
Issue: Action Item - Smith Station Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Smith Station Permit FP# 20041629

That the Board take the following action concerning recording of Smith Station (a 46-lot public residential subdivision for townhomes) located in the Cantonment Community, lying south of West Kingsfield Road (County Road 186), west of County Road 297A, and east of County Road 97. Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the final plat for recording;

B. Approve the street names “Brambling Court”, “Canary Court”, “Finch Lane”;

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

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

BACKGROUND:

The preliminary plat and construction plans were approved on May 1, 2019. The Escambia County Public Safety Department approved the street names "Brambling Court", "Canary Court", and "Finch Lane" on May 19, 2020. Development Services Department inspected the improvements on June 17, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement without Surety will be recorded with the Final Plat. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on June 24, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the final plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

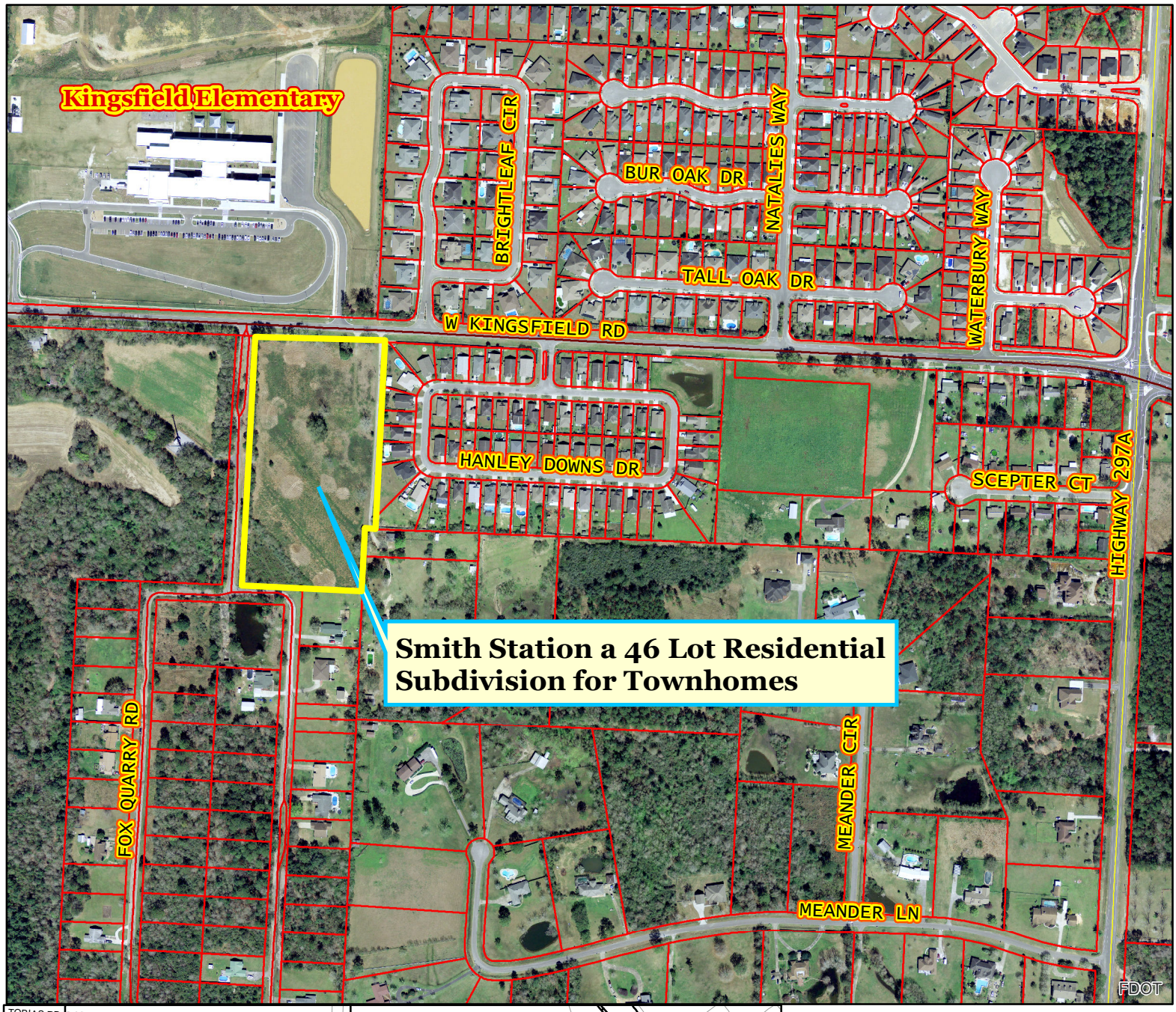
COORDINATION WITH OTHER AGENCIES/PERSONS:

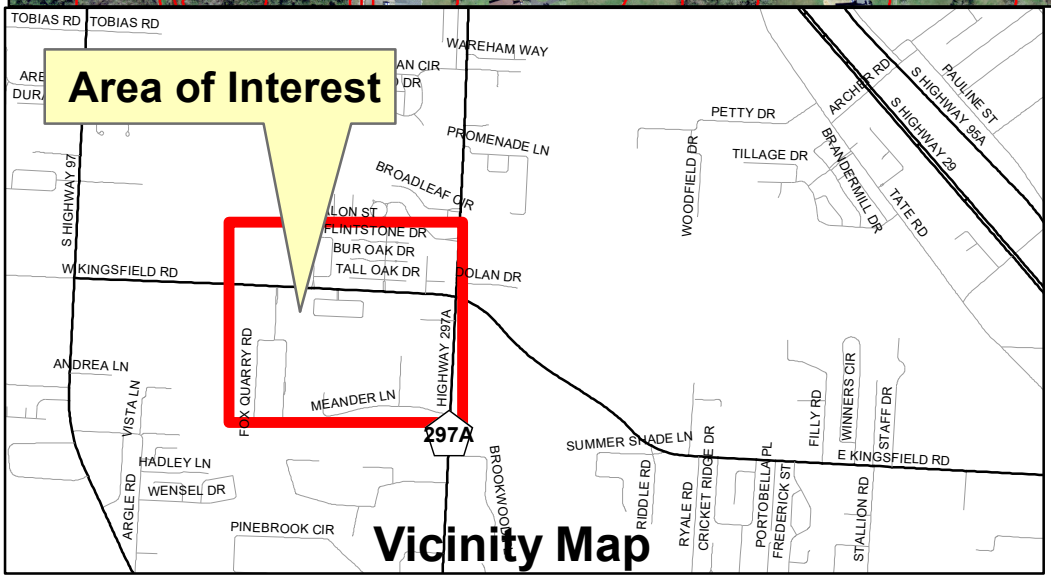
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Approval Letter
Two-Year Warranty Agreement
Final Plat

Final Plat ~ Smith Station
46 Lot Single Family Residences





Surveying RGG 06/24/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

May 19, 2020

Street Name Approval Letter

The following names have been submitted for approval:

Finch Lane
Canary Court
Brambling Court

The streets are located in:

Smith Station

The name was requested by:

Mullins, LLC

41 N Jefferson Street, STE. 106

Pensacola, FL 32502

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

_____

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

Prepared by and return to:
John P. Daniel, Esq.
Beggs and Lane, RLLP
Post Office Box 12950
Pensacola, FL 32591-2950
(850) 469-3312

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between BRELAND HOMES COASTAL, LLC, a limited liability company organized under the laws of the State of Delaware, whose address is 2101 Clinton Avenue, W., Suite 201, Huntsville, Alabama 35805 (Developer) and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for SMITH STATION subdivision development, more particularly described as follows:

See Exhibit A (Legal Description) for SMITH STATION PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from

damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

CHAD B. PILLIAM
(printed name)

WITNESS:

WESLEY T. ALFORD
(printed name)

DEVELOPER/OWNER:

BRELAND HOMES COASTAL, LLC.
a Delaware limited liability company

By: _____
(signature)
Louis W. Breland
(printed name)
Manager
(select one title: manager/member/managing member)

STATE OF ALABAMA
COUNTY OF MADISON

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 5th day of June, 2020, by Louis W. Breland as Manager (select one title: Manager/Member/Managing Member) of BRELAND HOMES COASTAL, LLC, a Delaware limited liability company. He/She (X) is personally known to me, or (___) has produced a current Alabama driver's license as identification.

(Notary Seal)

PATRICIA ACKER
MY COMMISSION EXPIRES
APRIL 10, 2022
NOTARY PUBLIC
STATE OF ALABAMA

Patricia Acker
Signature of Notary
PATRICIA ACKER
Name of Notary (printed)

ESCAMBIA COUNTY, through its Board of County Commissioners

By:_____

_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,2020

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form and legal sufficiency.
By Kia M. Jackson
Title Assistant County Attorney
Date 6-24-2020

EXHIBIT A

PREPARED BY MULLINS, LLC

LEGAL DESCRIPTION OF SMITH STATION

COMMENCING AT A CAPPED 1/2" REBAR FOUND(RUBEN #5791) AT THE PURPORTED NORTHWEST CORNER OF THE NORTHEAST QUARTER, SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, SOUTH 03°00'44" WEST A DISTANCE OF 10.81 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349" ON THE SOUTH MARGIN OF THE RIGHT OF WAY FOR WEST KINGSFIELD ROAD, AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN;

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID SOUTH MARGIN, SOUTH 87°14'39" EAST A DISTANCE OF 34.98 FEET TO A PRM CONCRETE MONUMENT FOUND(RUBEN #5791) AT THE NORTHWEST CORNER OF HANLEY DOWNS, BLOCK C, AS RECORDED IN PLAT BOOK 17 PAGE 36, ESCAMBIA COUNTY, FLORIDA ;

THENCE LEAVING SAID SOUTH MARGIN AND ALONG THE WEST BOUNDARY LINE OF SAID HANLEY DOWNS, SOUTH 02°57'03" WEST A DISTANCE OF 653.91 FEET TO A CAPPED 1/2" REBAR SET, STAMPED "P.R.M. LB 8349", SAID POINT PASSING THROUGH A 4" ROUND CONCRETE MONUMENT FOUND(RUBEN #5197) AT THE SOUTHWEST CORNER OF SAID HANLEY DOWNS AT A DISTANCE OF 646.42 FFET;

THENCE NORTH 86°59'16" WEST A DISTANCE OF 35.68 FEET TO A CAPPED ½" REBAR SET, STAMPED "P.R.M. LB 8349" ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29;

THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, SOUTH 03°00'44" WEST A DISTANCE OF 215.58 FEET TO A 4"x 4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"

THENCE LEAVING SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, NORTH 87°11'12" WEST A DISTANCE OF 431.20 FEET TO A 4"x 4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349" ON THE EAST MARGIN OF THE RIGHT OF WAY FOR FOX QUARRY ROAD;

THENCE ALONG SAID EAST MARGIN NORTH 03°09'00" EAST A DISTANCE OF 869.82 FEET TO A 4"x 4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349" ON THE SOUTH MARGIN OF THE RIGHT OF WAY FOR WEST KINGSFIELD ROAD;

THENCE ALONG SAID SOUTH MARGIN, SOUTH 87°07'23" EAST A DISTANCE OF 429.11 FEET TO THE POINT OF BEGINNING, CONTAINING 9.12 ACRES, MORE OR LESS.

FINAL PLAT
SMITH STATION
Situated in Section 29, T-1-N, R-31-W
Escambia County, Florida
46 Lots, Zoning: LDMU, Future Land Use: MU-S
June 2020

CERTIFICATION OF OWNERSHIP AND DEDICATION:

DEDICATION:

BRELAND HOMES COASTAL, LLC, THE OWNER OF THE PROPERTY SHOWN HEREON, HEREBY DEDICATES THIS PLAT OF SMITH STATION, IN ACCORDANCE WITH FLORIDA STATUTE 177.081 (3), ALL PUBLIC RIGHT OF WAYS, INCLUDING FINCH LANE, CANARY COURT, & BRAMBLING COURT, PARCEL "B" (DRY STORMWATER FACILITY), ALL DRAINAGE & ACCESS EASEMENTS, A 1' NON-ACCESS EASEMENT(INDICATED AS PUBLIC), ARE HEREBY DEDICATED TO THE PUBLIC. THE BELOW SIGNED ALSO DEDICATES TO ALL UTILITY PROVIDERS 5' & 10' UTILITY EASEMENTS, AND ALL 4' ELECTRIC EASEMENTS TO GULF POWER. THE BELOW SIGNED ALSO DEDICATES, TO THE SMITH STATION HOMEOWNER'S ASSOCIATION PARCEL "A", "C", AND "D", AND A 1' NON-ACCESS EASEMENT(INDICATED AS PRIVATE) FOR USE SOLELY BY THE HOMEOWNERS REFERENCED HEREON. MAINTENANCE OF ALL AREAS DEDICATED TO THE SMITH STATION HOMEOWNER'S ASSOCIATION SHALL BE THE RESPONSIBILITY OF SAID ASSOCIATION.

_____
TODD McCRORY, PRESIDENT

_____ _____
WITNESS 1 WITNESS 2

_____ _____
PRINT NAME PRINT NAME

ACKNOWLEDGMENT TO DEDICATION:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED,

_____, PRESIDENT, BRELAND HOMES COASTAL, LLC.,
PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH,

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

_____
NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES:_____

CERTIFICATE OF ATTORNEY:

I, _____, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED ON THIS THE _____ DAY OF _____, 2020.

_____

ENGINEERS CERTIFICATE:

I, MICAH JAMES JONES, HEREBY CERTIFY THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS AND THAT I AM THE ENGINEER OF RECORD FOR SMITH STATION (SUBDIVISION).

No. 64629 STATE OF FLORIDA MICAH JAMES JONES PROFESSIONAL ENGINEER

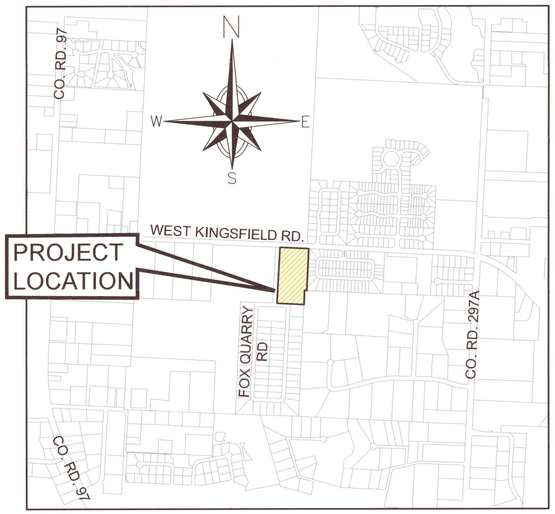
6/24/20

MICAH JAMES JONES, P.E., FLORIDA P.E. # 64629 DATE

OWNER/DEVELOPER:
BRELAND HOMES COASTAL, LLC
2101 CLINTON AVE STE 201
HUNTSVILLE, AL 35805
TODD McCRORY - PRESIDENT

SURVEYOR:
MULLINS, LLC
41 NORTH JEFFERSON STREET, SUITE 106
PENSACOLA, FLORIDA 32502
(850) 462-8412
J. KEVIN GARDNER, PLS
FLORIDA LICENSE NO. 7258
BUSINESS CERTIFICATE NO. LB8349

ENGINEER:
MULLINS, LLC
41 NORTH JEFFERSON STREET, SUITE 106
PENSACOLA, FLORIDA 32502
(850) 462-8412
MICAH J. JONES, PE NO. 64629
BUSINESS LICENSE NO. 32689



LOCATION MAP
NOT TO SCALE

Gross Project Area:	9.12 Acres (9.12 buildable)
Wetland Area:	0 Acres
Gross Density:	5.04 Units / Acre (Residential)
Current Zoning:	LDMU
Type of Subdivision:	Multi-Family (Townhouses)
Number of Lots:	46 Lots
Contour Interval:	One-Foot
Datum:	NAVD 88
Street Length:	1,346 L.F.
Type of Streets:	Public
R/W Width:	50'
Pavement Width:	25' B.O.C. To B.O.C.
Street Maintenance:	Public
Stormwater Maintenance	Public / Private
Min. Lot Area:	37.13' x 122.50' (4,548 square feet)
Min. Lot Width at Building Line:	37.13' feet
Min. Depth of Front Yard:	20 feet
Min. Depth of Rear Yard:	15 feet
Min. Width of Each Side Yard:	10 feet
Max. Building Area as % of Gross Lot Area:	N/A
Max. Building Height (feet):	45 feet
Max. Building Height (stories):	N/A

GENERAL NOTES:

1. THERE IS DEDICATED HEREWITH A 5 FOOT UTILITY EASEMENT ON ALL LOT LINES ADJACENT TO RIGHTS-OF-WAY UNLESS OTHERWISE SPECIFIED.
2. THERE SHALL BE A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE OF SAID LINE, FENCES AND OTHER STRUCTURES SHALL NOT IMPEDE STORMWATER FLOW.
3. FENCE OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN PUBLIC DRAINAGE/ACCESS EASEMENTS. THESE EASEMENTS SHALL REMAIN ACCESSIBLE AT ALL TIMES.

SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A BOUNDARY SURVEY PREPARED BY SMITH CLARK & ASSOCIATES, EXISTING FIELD MONUMENTS, AND RECORDS FROM THE COUNTY CLERKS OFFICE OF ESCAMBIA COUNTY FLORIDA.
3. BEARINGS AND NORTH ARROW SHOWN HEREON ARE REFERENCED TO REAL TIME KINEMATIC GPS OBSERVATIONS, FLORIDA STATE PLANE COORDINATES NORTH ZONE NAD1983, FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FDOT FPRN) UTILIZED
4. THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RETRACEMENT AND PROPORTIONING OF THE ORIGINAL GOVERNMENT SURVEY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
7. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: J. Hampton 6/24/20
Printed Name: Sonnier Hampton
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATIVE STATUTES) AND THE SAME WAS RECORDED

ON THE _____ DAY OF _____, 2020, IN PLAT BOOK

_____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

_____
PAM CHILDERS, CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY,

FLORIDA ON THIS _____ DAY OF _____, 2020.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATION No. 6260

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT

THEIR MEETING HELD ON THE _____ DAY OF _____, 2020, WAS APPROVED FOR FILING BY SAID BOARD, AND I AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS, CLERK OF THE CIRCUIT COURT

NOTICE:
FLORIDA STATUTE 177.091 (27)
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

FLOOD CERTIFICATE:
THIS PROPERTY LIES WITHIN ZONE "X" AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C0280G, MAP REVISED DATE SEPTEMBER 29, 2006.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED ON THIS THE 24TH DAY OF JUNE, 2020.

J. Kevin Gardner

J. KEVIN GARDNER, PLS
FLORIDA LICENSE NO. 7258
MULLINS, LLC
41 N. JEFFERSON STREET
SUITE 106
PENSACOLA, FLORIDA 32502
BUSINESS CERTIFICATE NO. LB 8349

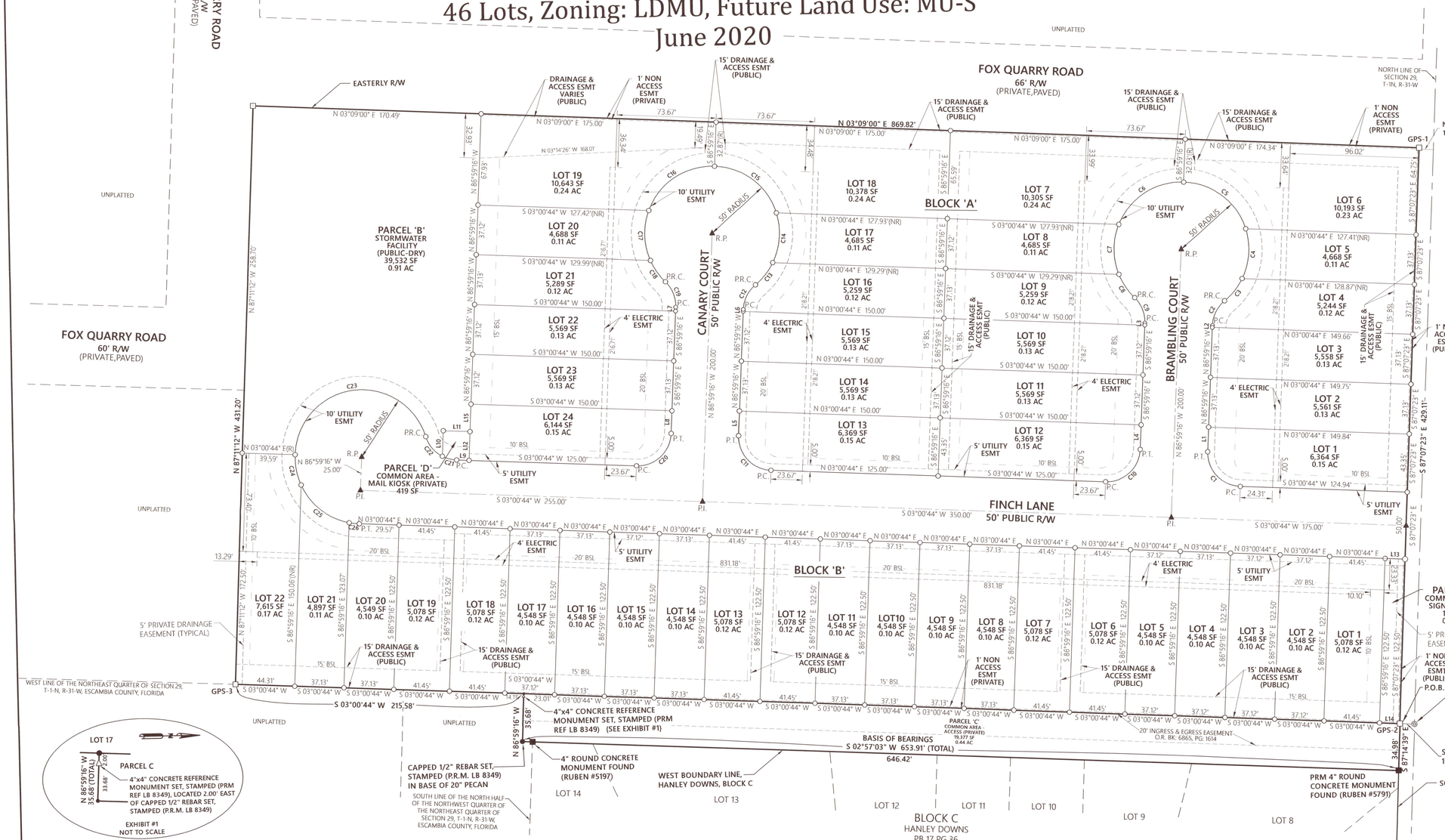
J. KEVIN GARDNER LICENSE NUMBER 7258 STATE OF FLORIDA Professional Surveyor and Mapper
6/24/20

INDEX OF SHEETS:
1. DEDICATION AND CERTIFICATE SHEET
2. PLAT BOUNDARY INFORMATION

JUNE 2020
SHEET 1 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S)_____	**PLAT BOOK _____, PAGE _____**

FINAL PLAT
SMITH STATION
Situated in Section 29, T-1-N, R-31-W
Escambia County, Florida
46 Lots, Zoning: LDMU, Future Land Use: MU-S
June 2020


FOX QUARRY ROAD
60' R/W
(PRIVATE,PAVED)
EASTERLY R/W
UNPLATTED
FOX QUARRY ROAD
66' R/W
(PRIVATE,PAVED)
NORTH LINE OF SECTION 29, T-1N, R-31-W
N 02°52'37" E 11.81'
GPS-1
N 03°09'00" E 869.82'
DRAINAGE & ACCESS ESMT VARIES (PUBLIC)
1' NON ACCESS ESMT (PRIVATE)
15' DRAINAGE & ACCESS ESMT (PUBLIC)
1' NON ACCESS ESMT (PUBLIC)
PARCEL 'B' STORMWATER FACILITY (PUBLIC-DRY) 39,532 SF 0.91 AC
LOT 19 10,643 SF 0.24 AC
LOT 20 4,688 SF 0.11 AC
LOT 21 5,289 SF 0.12 AC
LOT 22 5,569 SF 0.13 AC
LOT 23 5,569 SF 0.13 AC
LOT 24 6,144 SF 0.15 AC
LOT 18 10,378 SF 0.24 AC
LOT 17 4,685 SF 0.11 AC
LOT 16 5,259 SF 0.12 AC
LOT 15 5,569 SF 0.13 AC
LOT 14 5,569 SF 0.13 AC
LOT 13 6,369 SF 0.15 AC
BLOCK 'A'
LOT 7 10,305 SF 0.24 AC
LOT 8 4,685 SF 0.11 AC
LOT 9 5,259 SF 0.12 AC
LOT 10 5,569 SF 0.13 AC
LOT 11 5,569 SF 0.13 AC
LOT 12 6,369 SF 0.15 AC
LOT 6 10,193 SF 0.23 AC
LOT 5 4,668 SF 0.11 AC
LOT 4 5,244 SF 0.12 AC
LOT 3 5,558 SF 0.13 AC
LOT 2 5,561 SF 0.13 AC
LOT 1 6,364 SF 0.15 AC
10' UTILITY ESMT
50' RADIUS
4' ELECTRIC ESMT
5' UTILITY ESMT
10' BSL
15' BSL
20' BSL
CANARY COURT 50' PUBLIC R/W
BRAMBLING COURT 50' PUBLIC R/W
FINCH LANE 50' PUBLIC R/W
WEST KINGSFIELD ROAD COUNTY ROAD 186 80' R/W (PUBLIC, PAVED)
PARCEL 'D' COMMON AREA - MAIL KIOSK (PRIVATE) 419 SF
PARCEL 'A' COMMON AREA - SIGN (PRIVATE) 1,831 SF 0.04 AC
5' PRIVATE DRAINAGE EASEMENT (TYPICAL)
15' DRAINAGE & ACCESS ESMT (PUBLIC)
1' NON ACCESS ESMT (PRIVATE)
1' NON ACCESS ESMT (PUBLIC)
P.O.C. CAPPED 1/2" REBAR FOUND (RUBEN #5791) PURPORTED AS BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER, SECTION 29, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
P.O.B.
S 03°00'44" W 10.81'
SOUTHERLY R/W
PRM 4" ROUND CONCRETE MONUMENT FOUND (RUBEN #5791)
GPS-2
GPS-3
S 03°00'44" W 215.58'
4"x4" CONCRETE REFERENCE MONUMENT SET, STAMPED (PRM REF LB 8349) (SEE EXHIBIT #1)
PARCEL 'C' COMMON AREA - ACCESS (PRIVATE) 19,377 SF 0.44 AC
20' INGRESS & EGRESS EASEMENT O.R. BK: 6865, PG: 1614
BASIS OF BEARINGS S 02°57'03" W 653.91' (TOTAL) 646.42'
4" ROUND CONCRETE MONUMENT FOUND (RUBEN #5197)
CAPPED 1/2" REBAR SET, STAMPED (P.R.M. LB 8349) IN BASE OF 20" PECAN
SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, T-1-N, R-31-W, ESCAMBIA COUNTY, FLORIDA
WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, T-1-N, R-31-W, ESCAMBIA COUNTY, FLORIDA
LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
WEST BOUNDARY LINE, HANLEY DOWNS, BLOCK C
BLOCK C HANLEY DOWNS PB 17 PG 36
N 87°11'12" W 258.70'
N 87°11'12" W 431.20'
N 87°11'12" W 172.50'
N 03°09'00" E 170.49'
N 03°09'00" E 175.00'
N 03°14'26" W 168.01'
N 03°00'44" E(R)
N 86°59'16" W 25.00'
S 03°00'44" W 255.00'
S 03°00'44" W 350.00'
S 03°00'44" W 175.00'
N 03°09'00" E 174.34'
96.02'
S 87°07'23" E 64.75'
S 87°07'23" E 429.11'
S 87°14'39" E 34.98'
N 86°59'16" W 200.00'
N 86°59'16" W 35.68'
S 86°59'16" E 65.59'
S 86°59'16" E 32.03'(R)
N 86°59'16" W 67.93'
N 86°59'16" W 37.12'
S 86°59'16" E 37.12'
N 86°59'16" W 37.13'
S 86°59'16" E 37.13'
S 03°00'44" W 127.42'(NR)
S 03°00'44" W 129.99'(NR)
S 03°00'44" W 150.00'
S 03°00'44" W 125.00'
N 03°00'44" E 127.93'(NR)
N 03°00'44" E 129.29'(NR)
N 03°00'44" E 150.00'
N 03°00'44" E 125.00'
S 03°00'44" W 127.93'(NR)
S 03°00'44" W 129.29'(NR)
N 03°00'44" E 127.41'(NR)
N 03°00'44" E 128.87'(NR)
N 03°00'44" E 149.66'
N 03°00'44" E 149.75'
N 03°00'44" E 149.84'
S 03°00'44" W 124.94'
N 03°00'44" E 41.45'
N 03°00'44" E 37.13'
N 03°00'44" E 37.12'
S 03°00'44" W 37.13'
S 03°00'44" W 37.12'
S 03°00'44" W 41.45'
13.29'
10.10'
23.01'
14.19'
39.59'
23.67'
24.31'
43.35'
32.87'(NR)
32.69'
33.64'
33.48'
32.69'
32.69'
32.69

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18139 **Growth Management Report** **13. 3.**
BCC Regular Meeting **Action**
Meeting Date: 07/02/2020
Issue: Action Item - Concerning the Issuance of a 14-Day Consecutive Temporary Concrete Crushing Permit for
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Issuance of a 14-day Consecutive Temporary Concrete Permit for the Crushing and/or Pulverizing of Excess Concrete Located at 3040 South Highway 95A of Thomas Homes, Inc.

That the Board of County Commissioners (BCC) review and approve, modify, or deny the issuance of a 14-day temporary concrete crushing permit for Thomas Homes, Inc., for the next 45 days to allow for the crushing and/or pulverizing of its own aggregate material on site.

BACKGROUND:

On June 10, 2020, the Development Services Department received a letter, via e-mail, from Thomas Homes, Inc. for a 14-day consecutive temporary concrete crushing permit for the crushing and/or pulverizing of material at its Cantonment location, 3040 South Highway 95A. It must be noted that similar requests from other businesses have received authorizations from the BCC for the issuance of a 14-day temporary concrete crushing permit to allow for the crushing and/or pulverizing of its own aggregate material on site.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request Letter
Email from Kristy Hill with Thomas Homes Corporation
Site Map
Site Plan

THOMAS HOME CORPORATION

To Whom it May Concern:

June 10, 2020

Re: Thomas Home Corporation

On behalf of Thomas Home Corporation and Mr. Thomas Henry, I have submitted a request for a Concrete Crushing Permit for our Cantonment location at 3040 South Hwy 95A. This request was submitted to Mr. Horace Jones who stated that I need to also submit this request to you as the commissioner for the district where our location is located since this action has to come from the respective commissioner. The actual crushing will be performed by a mobile crusher set up on our site and dependent upon availability of the unit as to the activation time on the permit. The estimated time is late June or early July.

We will have adequate water supply on site to suppress any concerns of dust from the crushing.

We are required to notify County staff two days prior to the commencement of the crushing to allow staff enough time to inspect the site. All site data and lay out has been sent to Mr. Jones.

Please review this request for favorable BCC action and if additional information is needed please let me know

Sincerely,

John Andrews

(850)-232-8850

From: Horace L Jones
To: Kayla R. Meador; Karla N Moreno
Subject: FW: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]3040 S. Hwy 95A
Date: Tuesday, June 23, 2020 12:18:22 PM
Attachments: image001.png
Letter.pdf
Scan.pdf
ags_0658212912f2483f927faa09bb9bf446.jpg

Here are the back-up documents for the agenda item.

Please include the e-mail chain below. Thanks!!!

From: Kristy Hill <kristy@thomashomescorp.com>
Sent: Tuesday, June 23, 2020 11:13 AM
To: Horace L Jones <HLJONES@myescambia.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]3040 S. Hwy 95A

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Thank you, we understand.

Kristy Hill
Thomas Home Corporation
850-479-9327 office

From: Horace L Jones [mailto:HLJONES@myescambia.com]
Sent: Tuesday, June 23, 2020 9:47 AM
To: Kristy Hill <kristy@thomashomescorp.com>; Dawn M Troche <DMTROCHE@myescambia.com>; Kayla R. Meador <krmeador@myescambia.com>
Subject: FW: [EXTERNAL]RE: [EXTERNAL]3040 S. Hwy 95A

Yes, Kristy, I RECEIVED THE LETTER. Thanks!!!

We will be preparing a recommendation for the BCC action on July 2nd for a 14- day Temporary Permit for Concrete Crushing/Pulverizing of your own aggregate material(Concrete) that is currently on-site. Again, this your own aggregate material that is on-site on for crushing on short term-temporary basis only. If approved, the temporary permit will Not allowe for any outside material of any other person, citizen or individual to bring concrete or any other material for crushing, recycling, and/or pulverizing .

Now, it must be noted that the location does not allow for any permanent crushing,

pulverizing, recycling , and processing of any waste material.

Sent from Mail for Windows 10

From: Kristy Hill
Sent: Tuesday, June 23, 2020 9:31 AM
To: Horace L Jones
Subject: [EXTERNAL]RE: [EXTERNAL]3040 S. Hwy 95A

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Mr. Jones,

I'm just following up on the information that I sent over concerning the portable crushing?

Kristy Hill
Thomas Home Corporation
850-479-9327 office

From: Horace L Jones [mailto:HLJONES@myescambia.com]
Sent: Friday, June 5, 2020 12:32 PM
To: Kristy Hill <kristy@thomashomescorp.com>
Subject: FW: [EXTERNAL]3040 S. Hwy 95A

Kristy Hill,

Please see the attachment which is sample of a letter. Along with the information as provided in the letter, please ask the owners of the Portable crushing to provide you with information on their dust suppression controls.

If you have any questions, please let me know.

thanks!!

From: Terry D Williams <TDWILLIA@myescambia.com>
Sent: Friday, June 05, 2020 11:30 AM

To: Horace L Jones <HLJONES@myescambia.com>
Subject: Fw: [EXTERNAL]3040 S. Hwy 95A

Horace,

Can you speak to Kristy about concrete crushing plant.

From: Kristy Hill <kristy@thomashomescorp.com>
Sent: Wednesday, June 3, 2020 1:49 PM
To: Terry D Williams <TDWILLIA@myescambia.com>
Subject: [EXTERNAL]3040 S. Hwy 95A

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Mr. Williams,

I had spoken with you last week about the possibility of putting a concrete crusher on our property. I have attached a picture of the property and have drawn where the crusher would be used.

Thank you,

Kristy Hill
Thomas Home Corporation
850-479-9327 office

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.


HC/LI
Ind
LDMU
MDR
21-1N-30-1
90A

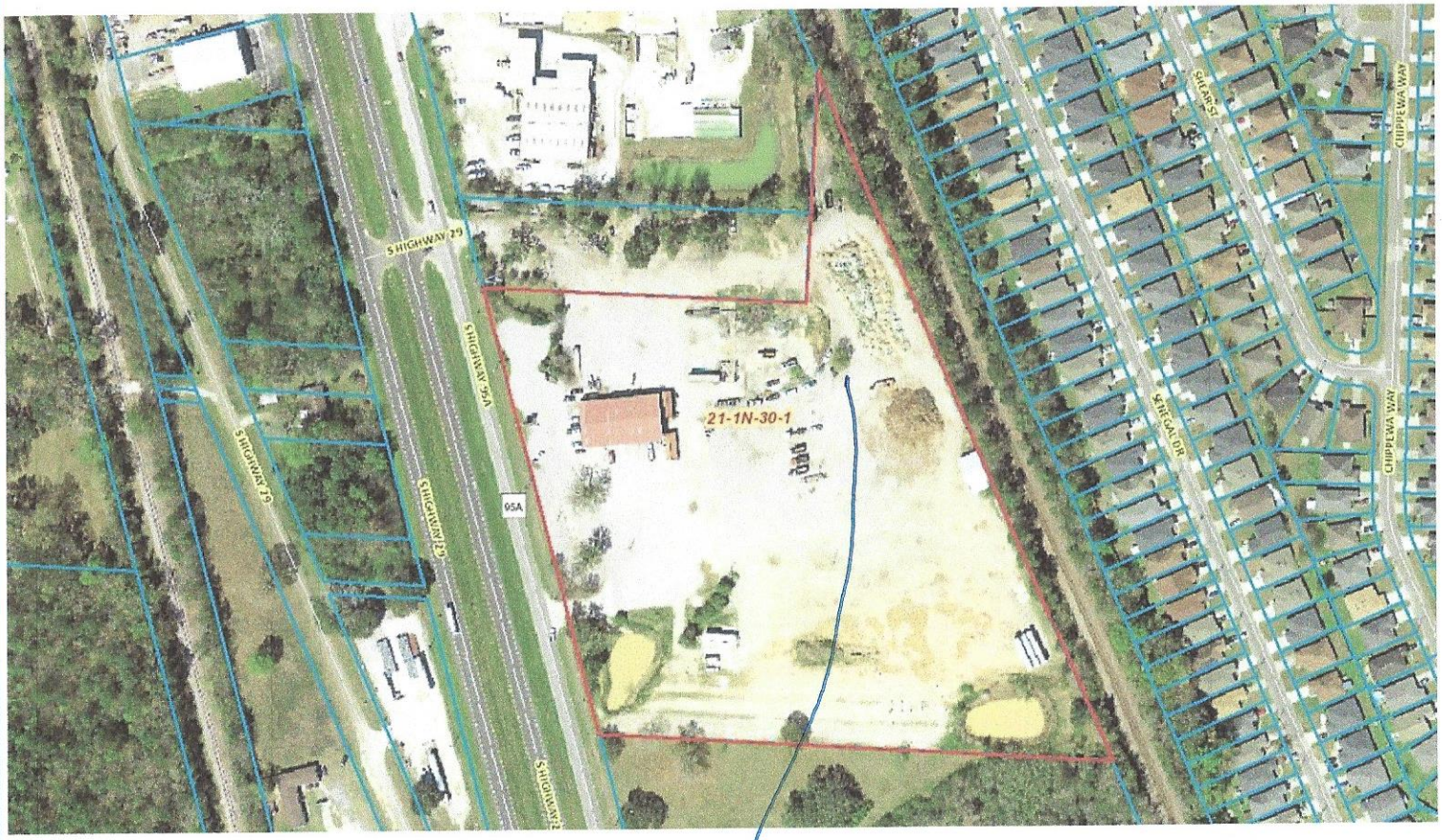
Chris Jones - Escambia County Property Appraiser

Account: 110552100
Refno: 211N301301000001
OName1: HENRY THOMAS A
MailingAddr: 3158 GATEWAY LN+CANTONMENT, FL 32533
Situs: 3040 S HIGHWAY 95A
LastSale: 12/27/2013
LastSalePr: 800000
DORCd: AUTO REPAIR
acreage: 11.7760
BldCnt: 1
TotHeatArea: 6720
SecMapId: 21-1N-30-1
ComplexType:
ComplexDscr:
Zoned: HC/LI
MLSNbr:
TaxAuth: COUNTY MSTU
PicCnt: 1
Schools: MCARTHUR|RANSOM|TATE

Street View



2/25/20



Printed: 6/3/2020

concrete crusher

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18133 **Growth Management Report 13. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 07/02/2020
Issue: Schedule of Public Hearings
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

A. July 16, 2020

9:00 a.m. - A Public Hearing - Large Scale Map Amendment - LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings)

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

B. August 6, 2020

1. 5:45 pm - A Public Hearing to amend the official zoning map to include the following rezoning cases to be heard by the Planning Board on July 6, 2020.

Case No.:	**Z-2020-05**
Address:	8838 Fowler Avenue
Property Reference No.:	10-1S-30-1101-081-001
From:	HDMU, High Density Mixed-use district (25 du/acre)
To:	HC/LI-NA, Heavy Commercial and Light Industrial district, prohibiting the subsequent establishment of any microbreweries, microdistilleries, microbreweries, bars, nightclubs, or adult entertainment uses (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	3

Requested by:	William Joseph, Agent for Patrick Neville, Owner
Case No.:	***Z-2020-06***
Address:	Halcyon Circle
Property Reference No.:	26-2S-31-1000-004-001
From:	MDR, Medium Density Residential district (10 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District:	1
Requested by:	Tom Hammond, Agent for Anthony Baroco, Owner

2. 5:46 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-02 - Westover St.

Summary: *The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Suburban*

3. 5:47 p.m. - A Public Hearing - Small Scale Map Amendment - SSA-2020-03 - 901 S. Old Corry Field Road

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban

4. 5:48 p.m. - A Public Hearing - Ordinance Changing the Lot of Record Date

Summary: This ordinance will amend the effective date of a "Lot of Record" from February 8, 1996, the date the original LDC became effective, to April 15, 2015, the date of adoption of the current LDC. This will allow verification and analysis of "Lots of Record" to be accomplished using GIS data unlike the current static maps.

5. 5:49 p.m. - A Public Hearing - Large Scale Map Amendment - LSA-2020-02 - 951 Dog Track Road (first of two public hearings)

Summary: The applicant is requesting to change the Future Land Use designation from Commercial to Mixed-Use Urban

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Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18105 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Request For Disposition of Property
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request For Disposition of Property for the Human Resources Department - Jana Still, Human Resources Department Director

That the Board approve the Request for Disposition of Property Form for the Human Resources Department, for property which is described and listed on the Form, with reason for disposition stated. The listed items have been found to be of no further usefulness to the County, thus, it is requested that the equipment be disposed of properly.

BACKGROUND:
Escambia County policy established the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property has been checked, declared to be obsolete and/or of no use to the County, and suitable to be disposed of properly.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy Section II, Part B. 1, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Disposal Of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department
FROM: Disposing Department: Human Resources COST CENTER NO: 150111

John Weber DATE: 6/9/2020
Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): John Weber Phone No: 850-595-4681

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	58857	Vision Fitness Treadmill	TM2431005BD0083	TF97007	n/a	Poor
Y	58856	Vision Fitness Treadmill	TM2431005BD0057	TF97007	n/a	Poor
Y	57954	Vision Fitness Treadmill		TF97007	n/a	Poor

Disposal Comments: Due to age and wear, we are replacing two of the treadmills.

INFORMATION TECHNOLOGY (IT Technician): _____
Print Name

Conditions:_____Dispose-Good Condition-Unusable for BOCC
__X__ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 6/9/2020
FROM: Escambia County Department Director (Signature): Jana Still

Director (Print Name): Jana Still

RECOMMENDATION:
TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
Pam Childers, Clerk of the Circuit Court & Comptroller By
(Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____
Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____
Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17808 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Request for Disposition of Property
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - Jason Rogers, Public Safety Department Director

That the Board approve the Request for Disposition of Property Form for the Public Safety Department, for property which is described and listed on the Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it is auctioned as surplus or disposed of properly.

BACKGROUND:
Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment. The surplus property listed on the attached Request for Disposition of Property form has been checked, declared to be obsolete and/or of no use to the
County, and suitable to be auctioned disposed of properly.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

Recommend the items be picked up for disposal. Please coordinate with JP Norris.

Attachments

Disposition of Property Form

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Bureau: Public Safety COST CENTER NO: 330206

Jonathan P. Norris DATE: 6/8/2020

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Jonathan P Norris Phone No: 475-5530

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
N	61916	GETAC F110 TABLET	RF139F0668	F110	2015	Poor

Disposal Comments: The battery over heated, melted the RAM, and display adapter.

INFORMATION TECHNOLOGY (IT Technician): William B Sides

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 6/8/20 Information Technology Technician Signature: William B Sides

TO: County Administration Date: _____

FROM: Escambia County Bureau Bureau Chief (Signature): _____

Bureau Chief (Print Name) John Dosh

RECOMMENDATION: Date: _____

TO: Board of County Commissioners

FROM: County Administration

Janice P. Gilley, County Administrator
or designee

Approved by the County Commission and Recorded in the Minutes of: _____

Ernie Lee Magaha/Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____ _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

_____ _____

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. dg 03-25-10

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18088 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Clinical Rotation Agreement between Escambia County and RC Health Services, Inc
From: Jason Rogers, Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc. - Jason Rogers, Public Safety Department Director

That the Board take the following action regarding the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc., for the provision of allowing students to participate in health care educational activities utilizing the County's EMS facilities:

A. Approve the Clinical Rotation Agreement between Escambia County and RC Health Services, Inc., to allow students to receive hands-on clinical experience under the auspices of Escambia County Emergency Medical Services (ECEMS), commencing the effective date of the Agreement and will be automatically renewed for four successive one-year renewal terms; and

B. Authorize the County Administrator to execute the Agreement.

BACKGROUND:

This Agreement will establish the provision of clinical students enrolled at RC Health Services, Inc. Through the Agreement, ECEMS will provide clinical training, specifically pre-hospital, emergency patient care, for certain RC Health Services, Inc. This partnership benefits ECEMS through use of the additional manpower provided by the student trainees.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Clinical Rotation Agreement has been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, James Maddrey, EMS Manager, will oversee implementation of the Agreement and will work in close cooperation with RC Health Services, Inc.

Attachments

Clinical Rotation Agreement

CLINICAL ROTATION AGREEMENT

THIS AGREEMENT is made and entered into between RC Health Services, Inc., a foreign for-profit corporation (the "School"), and Escambia County, a political subdivision of the State of Florida, by and through its Department of Public Safety, Emergency Medical Services Division, located at 6575 North "W" Street, Pensacola, FL 32505 (the Facility").

1. Clinical Rotations. The School shall arrange Clinical Rotation experiences ("Clinical Rotations") for Students ("Students") at the Facility. The School and the Facility shall mutually determine and document in writing the scope of the Clinical Rotation programs, the schedule of Student assignments and the number of Students who may participate in the Clinical Rotations.

2. Term. The term of this Agreement shall commence upon the date last executed by the parties hereto and continue for a period of one (1) year. whereupon it will be automatically renewed for four (4) subsequent one-year terms unless either party should provide the other party with written notice of the intent not to renew at least thirty (30) days prior to the expiration of the current term or unless otherwise terminated as provided in paragraph 10 of this Agreement.

3. Responsibilities of the School.

a. The School shall provide the Facility with the clinical learning experience program and objectives and plan the schedules and assignments in cooperation with the Facility liaison. This shall include the number of Students assigned to a clinical area.

b. The School shall designate a School employee, or another individual retained by the School, to serve as the coordinator for the Clinical Rotations to work directly with Facility personnel and coordinate all the activities of Students.

c. The School shall provide a sufficient number of qualified Faculty members for teaching and supervision of the Students. In the event the Faculty member is off-site, he or she shall be available by phone to the Student and the Facility liaison. For purposes of the Agreement, the term "Faculty" shall include clinical instructors, clinical supervisors, and Faculty employed by the School.

d. The School shall provide a roster of the names of the Faculty and Students (the "Roster"), along with a rotation schedule. The School and Facility will mutually agree in writing upon the number of Students and dates for each Clinical Rotation.

e. The School will require all Students and Faculty to abide by the rules, regulations, policies and procedures, and standards of conduct of the Facility and conduct themselves in a professional manner. All Students and Faculty shall wear an appropriate uniform or attire and display proper identification at all times while on Facility premises.

f. For each Faculty member and Student who will participate in the Clinical Rotations, the School shall provide verification of the following immunizations and tests as per CDC guidelines: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) annual TB screening; (iii) MMR vaccination(s) or positive titer(s); (iv) varicella vaccination or a varicella titer; and (v) Td (Tetanus/ diphtheria) within the last ten (10) years.

g. The School shall require that each Student and Faculty member, before beginning the Clinical Rotations, have current BLS provider certification that meets standards acceptable to the Facility. This will be provided to the Facility upon request.

h. The School will assign for clinical training only those Students who have:

1. successfully met proper pre-clinical learning experiences;
2. completed training in universal precautions and infection control, fire safety, and disaster safety;
3. received education on protected health information and the Privacy Rule under HIPAA. This will be provided to the Facility upon request; and
4. received a drug screen and FDLE Level 2 criminal background check.

i. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

j. The School shall be responsible for all actions, activities, and affairs of Students and the Faculty during the Clinical Rotations to the extent required by law.

k. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, Faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Faculty performance evaluation, references, and all academic aspects of the Clinical Rotation programs.

l. The School will ensure that the Faculty member has a valid and unrestricted license from the appropriate discipline licensing body and experience in the clinical area. The School shall ensure that the Faculty member has completed training in universal precautions, infection control, fire and disaster safety, and has received education on protected health information and the privacy rule under HIPAA. The School will provide this documentation to the Facility upon request.

m. The School will ensure that all Students and Faculty are covered by general liability and professional liability insurance in the amount of at least $1 million per occurrence and $3 million in the aggregate as specified in paragraph 8 of this Agreement. The School will provide copies of such policies of insurance to the Facility upon request.

n. The School will ensure that Faculty members are responsible for making arrangements for and/ or attending Facility orientation.

o. Neither School nor Students shall be entitled or authorized to bill or collect payment from third-party payors for any services furnished by Students while at Facility.

p. School and Students shall fully cooperate with Facility with regard to any potential claim involving Students, Faculty or School.

q. Any publication of materials by Students based on research or clinical experience at Facility shall require the prior written approval of Facility. Students and School shall not conduct any research involving Facility's patients without the prior written approval of Facility.

4. Responsibilities of the Facility.

a. The Facility, when possible, will provide clinical experience situations as prescribed by the School's objectives. The School, at the beginning of the Clinical Rotation, will provide these objectives to the Facility.

b. The Facility shall retain the sole discretion to remove from and deny access to its Facility to any Student or Faculty member. Such action will be reported to the School's program director.

c. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Clinical Rotations and to work directly with the School to plan and coordinate the Clinical Rotations.

d. The Facility shall provide the Faculty with access to the Facility's policies, rules, regulations, and procedures that are applicable to Students and Faculties participation in the Clinical Rotations.

e. The Facility shall provide an orientation to the Faculty prior to the start of Clinical Rotations that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations.

f. The Facility shall permit Students and Faculty to assist in the provision o f direct patient care services to Facility patients, but the Facility may restrict their activities, including any patient care activities, at the Facility. The Facility retains the sole responsibility for patient treatment at all times.

g. The Facility shall permit the School and its accreditation agencies to visit, tour, and inspect its facilities and records relating to the Clinical Rotations on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimize disruption or interference with Facility operations, including patient care activities.

h. The Facility shall make facilities available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

i. The Facility shall make available emergency care and treatment to Students and Faculty, as necessary, subject to its usual charges. Persons receiving care are responsible for payment for the care.

j. The Facility will inform the School of any changes in its operation, policies, personnel, or service delivery, which will affect the Clinical Rotation or the number of Students.

k. The Facility agrees that at all times during this Agreement, it shall have appropriate licensure to do business as a health care agency, that it complies with all appropriate state and local laws, regulations, and other similar requirements.

l. The Facility agrees to distribute the School's Preceptor Training and Expectations Handbook to all potential staff members who will be precepting the School's students. The Facility agrees that all preceptors assigned to students must be active healthcare providers trained to at least the level of EMT or equivalent.

m. If any student is exposed to body fluids during his or her clinical training at Facility, Facility will allow the exposed student, as a health care provider, to request patient testing. Facility will promptly inform the appropriate School program director of a body fluid exposure of a student. School and Facility each represent and warrant that its organization and their respective officers, agents, and employees shall be in material compliance with federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

5. Conflicts and Removal of Students or Faculty. If a conflict arises between an employee of the Facility, on the one hand, and a Faculty member or Student, on the other, the Faculty and Facility Coordinator shall intervene in an attempt to resolve the matter. In addition, upon receipt of the Roster or at any time after a Clinical Rotation begins, the Facility may refuse to allow any Student or Faculty member to participate in the Clinical Rotation if the individual has an unfavorable record with the Facility from previous employment, another Clinical Rotation, or for any other reason.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Students are required to wear issued picture identification badges. Students must comply with the policies and procedures of the School and the Facility regarding dress codes.

b. A Student may perform duties and procedures for which he or she has been prepared academically under appropriate supervision, but not any other.

c. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

d. The Faculty members are duly licensed to practice in their profession in their respective State; the license of each Faculty member is unrestricted; and each Faculty member will maintain his or her license current, in good standing, and unrestricted during the entire term of this Agreement.

e. The Faculty members are experienced, qualified, and currently competent to provide

the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.

f. The School has provided the Faculty and Students with training on the Facility's policies and procedures with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

g. All information that has been furnished to the Facility concerning the School,

Students, and Faculty is true and correct in all respects.

h. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. a) Employees of the School. Other than any Facility employee designated as Faculty as permitted in this Agreement, the School, and not the Facility, is the employer of the Faculty. The School shall be responsible for: (a) the compensation and benefits payable and made available to the Faculty; and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

b) Status of Students. Students participating in Clinical Rotations at the Facility will not be considered employees or agents of the Facility for any purpose. Students will not be entitled to compensation or benefits from the Facility, including workers' compensation benefits, disability or any other such benefits.

8. Insurance Coverage.

The School shall secure and maintain insurance policies covering the following types of liability in the following minimum amounts: 1) General Liability in the amount of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate; 2) Professional Liability in the amount of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate; and 3) Workers' Compensation insurance in amounts as required by applicable state law.

The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability).

The School shall provide to the Facility a certificate of insurance evidencing the insurance coverage upon execution of the Agreement and shall provide current certificates upon request prior to a Student's start date with the Facility. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Indemnification.

a. The School shall defend, indemnify, and hold the Facility harmless from any claims, demands, injuries, losses, or damages caused by any negligent or wrongful conduct on the part of the School, its Faculty, Students, or employees committed during the term of this Agreement. It is further understood and agreed that the School, by the terms of this Agreement, is not waiving or relinquishing in any manner any defenses that may be available to the School. In addition, the School accepts responsibility for damage to the Facility property caused by the negligent or wrongful conduct of the School, its Faculty, Students, or employees.

b. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors, and affiliates. Nothing herein is intended to serve as a waiver of sovereign immunity by the Facility/County and nothing herein shall be construed as consent by the Facility/County to be sued by third parties in any matter arising out of this

Agreement.

10. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause with notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement; or (iii) such other material breach of the terms of this Agreement.

b. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with written notification of its election to do so. The termination for convenience shall take effect thirty (30) calendar days following the date of the non-terminating party's receipt of such notice. In no event will termination for convenience be deemed a default under this Agreement and such termination will not subject either party to any penalty, damages or claim of any type.

c. Effect of Termination. Termination of this Agreement for convenience or expiration of the current term shall not affect the completion of Students currently enrolled and participating in Clinical Rotations.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint ventures. Neither party shall have the power to bind the other or contract in the name of the other and neither party may incur any financial obligation on behalf of the other.

12. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, to the addresses or numbers set forth below.

	School: Robert Chambers, President 1801 Country Place Pkwy. #109 Pearland, TX 77584 Ph: 713-542-2898	Facility: County Administrator 221 Palafox Place, Suite 420 Pensacola, FL 32502 Ph: 850-595-4947
With copy to:	Heather Mewis, EMS Coordinator heather@rchealthservices.com	James Maddrey, EMS Manager jrmaddrey@myescambia.com

13. Confidentiality. The School shall, and the School will require Faculty and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient and peer review information, unless such information: (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students; or (b) is required to be disclosed by law or by a judicial, administrative, or regulatory authority. The School, Faculty, and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

14. HIPAA Compliance.

a. Both parties are committed to complying with the standards contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as it may be amended from time to time, and the federal Privacy Rule concerning the use and disclosure of Protected Health Information ("PHI"), as that term is defined in HIPAA.

b. The School must, and the School shall, require the Faculty and Students to appropriately safeguard the PHI of patients, in accordance with applicable provisions of HIPAA and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

c. With respect to information obtained or received from the Facility, the School shall: (a) not use or further disclose the. information other than as permitted or required by this Agreement or as required by law; (b) use appropriate safeguards to prevent use ordisclosure of the information other than as provided for by this Agreement; (c) report to the Facility any use or disclosure of the. information not provided for by this Agreement of which the School becomes aware; and (d) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

d. The School, Students, and Faculty participating in the clinical training (collectively, the "Participants") may have access to individually identifiable protected health information (PHI)related to the patients of the Facility. The parties agree that access to PHI shall be limited to the Participants and that individually identifiable protected health information shall not be removed from the premises of the Facility. The parties acknowledge that the Participants may use information from the medical records in classroom presentations; however, neither the names nor any other information t h a t would identify a patient will be removed from the Facility or be used .in classroom presentations. Furthermore, other than as set forth .in this Agreement, the School shall not require or request access to any PHI.

15. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, imaging computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts, and contracts of the Facility shall remain the sole property of the Facility.

16. Non-Discrimination. The School and Facility agree not to discriminate against any employee, applicant, or Student enrolled in the clinical experience because of age, race, color, national origin, religion, disability, gender, veteran status or other protected class.

17. Facility Policies and Procedures. The School shall, and the School must, require Faculty and Students to comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

18. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

19. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors, and permitted assigns.

21. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

22. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

23. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

24. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another Agreement in writing signed by the parties.

[SIGNATURE PAGE TO FOLLOW]

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

SCHOOL:
RC Health Services, Inc.

By _____
Robert Chambers, III, President Corporate

_____
Secretary

Date: 06/04/2020

[SEAL]

FACILITY:
Escambia County, Florida

Witness: _____ By: _____
Janice P. Gilley, County Administrator

Witness: _____ Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-29-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18114 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Appointment to the CareerSource Escarosa Board of Directors
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Clara Long, Neighborhood & Human Services Director

That the Board approve the appointment of Carol Archie, Area Supervisor of Vocational Rehabilitation, to replace Tawana Gilbert, who resigned from this position. In accordance with CareerSource Escarosa By-Laws, it is requested that this position become effective upon approval and holds a no expiration term.

BACKGROUND:

The Board of Directors of CareerSource Escarosa serves as the local governing Board for workforce development and job training activities as approved by CareerSource Florida and Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Board activities require specific membership from various community sectors where the governing Boards are located. This Board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments and reappointments must conform to the requirements of the law, and must have final approval from the local governing entity of each County which for Escambia County is the Board of County Commissioners.

BUDGETARY IMPACT:

There is no budgetary impact for this request.

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments and Reappointments to the Board of Directors are made in accordance with the state and federal legislation. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 allows for a 19 member Board of Directors, with 10 of those members being from the private sector.

PERSONNEL:

There is no additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

All Escambia County appointments and reappointments to this Board of Directors must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in the submission of this request.

Attachments

Appointment_CArchie_July2020

WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
BOARD MEMBERSHIP PROFILE

TYPE OF BUSINESS (Check all that apply):
X **Government**
____ **Education and Training**
____ **Community-Based Organization**
____ **Labor Organization/Management**

Name: Carol Archie
Title: Area Supervisor (West)
Business Name: Dept. of Vocational Rehabilitation
Address: 600 University Office Blvd. Bldg. 5
Pensacola, Florida 32504

Phone No.: 850 494-7152
FAX No.: 850 494-7158
E-Mail Address: carol.archie@vr.fldoe.org
Cell Phone No.: 850-494-7155

Home Address: 3317 Bayou Blvd.
Pensacola, Florida 32503

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
____ Male	X Black	____ White	____ Yes	___ < 55	____ Yes
	____ Asian	____ Ameri. Indian			
X Female	____ Hispanic	____ Other	X No	X 55 OR >	X No

Community Organization Memberships

Member - Florida Rehabilitation Association
Member - Delta Sigma Theta Sorority; Pensacola Chapter
IMPACT 100 - member 2016

Board Memberships

Disadvantage Transportation Board Member Escambia County

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

I would like the opportunity to continue the work that our Division of Vocational Rehabilitation Area Director, Tawana Gilbert left off with in collaborating w
the Career Escarosa Board in supporting the workforce needs of Escambia & Santa Rosa.
I have over 20 + years of experience working with both public & private community partners in providing community services to
neighboring counties.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes X No_____

Please attach a copy of your resume' to this form.

Carol Archie

carol.archie@vr.fldoe.org

(850) 494-7152 or (850) 494-7155 office numbers

Area Supervisor, State of Florida Vocational Rehabilitation, Pensacola, Florida

Area Supervisor is responsible for the professional supervision of four unit supervisors. The specific duties involve assisting the unit supervisors with the management of their units.

Education:

Pensacola State College 2008

Educator Preparation Institute

San Diego State University-SDSU 2011

SDSU - Completed several Distance Learning courses to include: Placement Practices with Individuals with Disabilities; Medical and Psychological Aspects of Disabilities; Special Topics with Persons with Disabilities

Troy State University 1997

M.S. in Counseling & Psychology

University of West Florida 1992

B.A. in Sociology

Work Experience

State of Florida – Division of Vocational Rehabilitation 2016-present

Since 2016, I received promotions within DVR from VR Counselor to VR Consultant & my current position since 2019 of Area Supervisor.

East Hill Academy **2015-2016**

Administrative Coordinator (Curriculum)

State of Florida – Division of Vocational Rehabilitation **2009-2015**

Provided vocational guidance & counseling to VR consumers.

Escambia Bay Marine Institute **2008-2009**

Intensive Reading Teacher

Life Skills Center	2007-2008
Exceptional Student Education Intervention Specialist	
East Hill Academy	2006-2007
Special Education Teacher/Specialized in Autistic Students & Learning Disabled	
State of Florida Department of Corrections	2001-2004
Adult Probation Officer	
State of Florida Department of Juvenile Justice	1999-2001
Juvenile Probation Officer	
Century Prison-Tier IV	1998-1999
Substance Abuse Counselor	
State of Florida Dept. of Juvenile Justice	1997-1998
Family Intervention Specialist (Domestic Violence Court)	
State of Florida The University of West Florida	1990-1997
Personnel Aide/Senior Clerk	

Organizations & Honors:

Member- Florida Rehabilitation Association	2019-present
Professional Educator's Certification K-12 Guidance Counseling & ESE	2008-expire 2023
Certificate of Special Congressional Recognition – Disability Summit	2018
Assistant Praise Team Member – Pentalcostal Temple	2019-present
Impact 100 Member	2016
Delta Sigma Theta Sorority, Incorporated	2005-present

From: Gilbert, Tawana S <Tawana.Gilbert@vr.fldoe.org>
Sent: Tuesday, June 02, 2020 2:52 PM
To: Rehberg, Sheryl <SRehberg@Careersourceescarosa.com>
Subject: CareerSource Escarosa

Good Afternoon Ms. Sheryl,

Due to conflicting obligations, I am writing to share my need to resign from the Escarosa Workforce Board. I would like to recommend, Area Supervisor, Ms. Carol Archie to represent Florida's Vocational Rehabilitation on the Workforce Board. Mr. Archie is a seasoned VR employee with a great deal of knowledge as it pertains to Escambia and Santa Rosa communities and the employment needs.

I appreciate the partnership shown and the opportunity I had serving on the Board. I take great pride in this opportunity to share how impressed I am with the overall operations of Escarosa.

You are welcome to reach out to me if I can be of assistance to you in the future.

Thanks,

Tawana Gilbert, MRC, CRC
Vocational Rehabilitation
Area 1 Director
600 University Office Blvd., Bldg. 5
Pensacola, FL 32504
Ph: 850-494-7152
Tawana.gilbert@vr.fldoe.org



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18119 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: CareerSource Escarosa (formerly Workforce Escarosa, Inc.)Renewal of One-Stop Partner MOU with Florida Department of Education
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning CareerSource Escarosa (formerly Workforce Escarosa, Inc.) One-Stop Partner Memorandum of Understanding with Florida Department of Education, Division of Vocational Rehabilitation - Clara Long, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the renewal of CareerSource Escarosa One-Stop Partner Memorandum of Understanding (MOU) between the Florida Department of Education, Division of Vocational Rehabilitation (VR) and CareerSource Escarosa (formerly Workforce Escarosa, Inc.), effective July 1, 2020, through June 30, 2023, and may be renewed for three-year terms upon written concurrence between the parties.

The One-Stop Partners will provide collaborative referrals between partners for appropriate services, activities, and methods to ensure the needs of workers and youth, including individuals with barriers to employment, have access to services through the one-stop delivery system.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128 requires that Local Workforce Development Boards, with the agreement of each Chief Elected Official (the Chairman of the Board of County Commissioners), develop and enter into MOU's between the local board and the one-stop partners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Memorandum of Understanding (MOU) with One-Stop Partners are made in accordance with the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128. MOU documents were reviewed and approved as to form and legal sufficiency by Kia Johnson, Assistant County Attorney.

PERSONNEL:

There are no additional personnel required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Memorandum of Understanding between the local board and the one-stop partners must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners, the MOU's shall become effective for the expressed dates described above. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

Agreement CareerSource MOU FL Dept of Education-VR

FLORIDA DEPARTMENT OF EDUCATION
CONTRACT NO. IA-767
AMENDMENT NO.: 2 RENEWAL NO.: 1

This AMENDMENT/RENEWAL to the Florida Department of Education Contract Number **IA-767** ("Contract") is entered into by and between **Workforce Escarosa, Inc. d/b/a CareerSource Escarosa,** (the "Contractor") authorized to do business in the State of Florida, with its principal office at **3670-B North L. St. Ste., Pensacola, Florida 32505** and the Florida Department of Education, Division of Vocational Rehabilitation ("Department"), an agency of the State of Florida with its principal offices in Tallahassee, Florida. Defined terms used herein shall have the meanings set forth in the Contract.

WHEREAS, on **July 1, 2017,** the Department entered into the Contract with the Contractor to provide the service; and

WHEREAS, the expiration date of the Contract is **June 30, 2020**; and

WHEREAS, the Department is exercising its option to renew this Contract pursuant to Section 287.057(13) and 287.058(1)(g) Florida Statutes; with the expiration date of **June 30, 2023.**

NOW, THEREFORE, In consideration of the mutual covenants and conditions hereinafter stated, the Department and the Contractor covenant and agree as follows:

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

2. Section VII., Term, first paragraph, is hereby amended to now read:

   This MOU is effective July 1, 2016 through June 30, 2020 and may be renewed for three-year terms upon written concurrence between the parties. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice

3. The parties hereby exercise their right to renew the Contract for an additional three years, thereby establishing a new expiration date of June 30, 2023.

4. All provisions in the MOU not in conflict with this Amendment remain in full force and effect and are to be performed at the level specified in the MOU.

The effective date of the Amendment shall be the date that it is signed by both parties.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in full force and effect and are to be performed at the level specified in the contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their proper and duly authorized representatives.

[remainder of this page intentionally left blank]

DEPARTMENT OF EDUCATION

By: _____
Signature

Name: Richard Corcoran J. Alex Kelly
Chief of Staff

Title: Commissioner

Date: 6/5/20

ESCAROSA, INC. d/b/a CAREERSOURCE ESCAROSA

By: Sheryl Rehberg
Signature

Name: Sheryl Rehberg

Title: Executive Director

Date: 05.21.2020

SANTA ROSA COUNTY BOARD OF COMMISSIONERS

By: _____
Signature

Name: W. D. "Don" Salter

Title: Chairman

Date: _____

DEPARTMENT OF EDUCATION

By: _____
Signature

Name: Allison Flanagan

Title: Vocational Rehabilitation Director

Date: _____

ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

By: _____
Signature

Name: Steven Barry

Title: Chairman

Date: _____

This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 6-19-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18125 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Community Redevelopment Agency Meeting Minutes, June 4, 2020
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 4, 2020 - Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 4, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Development Program Manager.

BACKGROUND:
On July 2, 2020, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:
No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:
Legal consideration is not necessary for this Recommendation.

PERSONNEL:
Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:
It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this Recommendation.

Attachments

CRA June Minutes July 2020

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
June 4, 2020
9:00 a.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:	Lumon May, Commissioner, District 3 - Chairman
	Jeff Bergosh, Commissioner, District 1
	Doug Underhill, Commissioner, District 2
	Grover Robinson, IV, Commissioner, District 4
	Steven Barry, Commissioner, District 5
Staff Present:	Janice Gilley, County Administrator
	Alison Rogers, County Attorney
	Clara Long, NHS, Director

Call to Order.
Commissior May called to order at 9:05 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal on May 22, 2020.

I. Public Forum
No public forms submitted.

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 4, 2020 -Clara Long, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 4, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Sherry Duffey, CRA Department Program Manager.

Motion made by Commissioner Bender, seconded by Commissioner Bergosh
Voted: 5-0.

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 1220 Wilson Avenue, Barrancas Redevelopment District, each in the amount of $3,750, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof; and

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

Motion made by Commissioner Underhill, seconded by Commissioner Bergosh
Voted 5-0.

2 Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Anthony B. Bosso and Michael J. Bosso	110 Shasta Road	$6,000
Phillip A. and Cheryl E. Pollock	222 Payne Road	$4,020
James C. Tellefson and Cheryl I. Tellefson	308 Bryant Road	$5,640

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

Motion made by Commsioner Bergosh, seconded by Commissioner Underhill
Voted: 5-0.

IV. Discussion/Information Items
There were no discussion items presented.

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17915 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Escambia HOME Consortium Requalification for 2021-2023
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia HOME Consortium Re-Qualification for Federal Fiscal Years 2021-2023 - Clara Long, Neighborhood & Human Services Director

That the Board acknowledge the continuing participation of the City of Pensacola, Santa Rosa County, and the City of Milton in the Escambia HOME Consortium through the HOME Consortium Re-qualification for Federal Fiscal Years 2021-2023.

BACKGROUND:

In 1999, Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton executed an Interlocal Agreement (Exhibit A), for the purposes of forming a consortium for receipt of HUD HOME Investment Partnerships Program (HOME) funding and joint implementation of HOME projects. As permitted by HUD, the Agreement contains an automatic renewal provision clause for three successive federal fiscal year periods unless a member decides to no longer participate by notifying the County in writing. Escambia County, as the lead entity for the HOME Consortium, contacted each of the current consortium members (Exhibit B), to advise them of the requalification period for federal fiscal years 2021-2023, to give each member an opportunity to withdraw from the Consortium according to the terms of the Interlocal Agreement. Existing consortium members were to respond to the County on or before June 15. Each member expressed a desire to continue participation in the HOME Consortium for the next three year period. Escambia County submitted a notice to HUD by the required June 30, 2020, deadline to advise that no changes have been made to the Consortium membership or Agreement in order to continue to qualify for HOME funds.

BUDGETARY IMPACT:

Continuing participation of each local government will assist HUD in determining HOME allocations for the three year period for the Consortium and the funding percentages allocated to each Consortium member. All funds are received in Fund 147/HUD HOME Consortium.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this Recommendation.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in keeping with the terms of the 1999 Interlocal Agreement.

IMPLEMENTATION/COORDINATION:

Continuing coordination of HOME Consortium activities with other participating local governments will be managed by the Neighborhood Enterprise Division.

Attachments

Ex A-1999 HOME interlocal

Ex B-HOME Renewal Notice Letters

EXHIBIT A

ESCAMBIA COUNTY, CITY OF PENSACOLA, SANTA ROSA COUNTY AND CITY OF MILTON INTERLOCAL AGREEMENT CONCERNING HUD HOME INVESTMENT PARTNERSHIP ACT PROGRAM CONSORTIUM

WHEREAS, the National Affordable Housing Act of 1990 has authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", to local governments for the production of affordable housing; and

WHEREAS, the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida; the **COUNTY OF ESCAMBIA**, a political subdivision of the State of Florida; **SANTA ROSA COUNTY**, a political subdivision within the State of Florida; and the **CITY OF MILTON**, a municipality chartered in the State of Florida, wish to receive funds through the HOME Program for the purpose of increasing the availability of affordable housing for their respective and mutual residents; and

WHEREAS, the HUD HOME Regulations provide the opportunity for contiguous local governments to form consortia for purposes of participation in the program; and

WHEREAS, the City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton are contiguous localities with a common boundary and similar interests necessitating coordination of effort; and

WHEREAS, the City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton, Florida entered into the Escambia HOME Consortium Agreement on May 29, 1996, pursuant to the provisions of Chapter 163.01 of the Florida Statutes, and other applicable laws, and the Consortium members now wish to continue this arrangement; and

WHEREAS, the existing Escambia Consortium Agreement including Escambia County, the City of Pensacola, Santa Rosa County and the City of Milton must be renewed effective October 1, 1999, to conform with the County's Urban County Community Development Block Grant qualification period as provided in the Housing and Community Development Act of 1974 as cited in 42 U.S.C. 5302(a)(6).

NOW THEREFORE, in consideration of the mutual covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties set their hands and seals this the 22nd day of JUNE, 1999.

SECTION 1. PURPOSE

This Agreement is entered into for the purpose of meeting the criteria as established in 24 CFR Part 92 allowing the four local governments to function as a consortium as defined in the HUD HOME Investment Partnership Program Regulations, specifically cited as 24 CFR Part 92.101. This arrangement mutually benefits the parties to this agreement through enhancement of the quality of life for the local citizenry and advancement of the common housing goals shared by the jurisdictions. The parties to this agreement agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program.

SECTION 2. MEMBERS OF CONSORTIUM

The City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton, Florida are the members of the Consortium and upon mutual execution of this Agreement by the parties, the "Escambia HOME Consortium", hereinafter referred to as "Consortium", shall be formed. The members shall remain bound by the terms and conditions of this Agreement for its duration, and shall be prohibited from withdrawing from the Consortium during such period, except as provided for in Section 7 of this Agreement. The Consortium Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from the Agreement while the Agreement remains in effect.

SECTION 3. STATUS OF CONSORTIUM

The Consortium shall be considered to be a unit of local government for purposes of the Home Investment Partnerships Act upon designation by HUD.

SECTION 4. REPRESENTATIVE

Escambia County shall be the member unit of government authorized to act in a representative capacity with respect to HUD on behalf of all four members of the Consortium. Escambia County shall only be a representative of the Consortium for the purposes established in this agreement and shall be the lead entity having overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning a Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR Part 92.350. Further, Escambia County shall have the authority to amend this Agreement on behalf of the Consortium for the purpose of increasing the membership thereof. No party shall have veto power as to the implementation of the Escambia Consortium Consolidated Plan, hereinafter referred to as the "Consolidated Plan", and the parties agree to act in cooperation to achieve the goals established in the Consolidated Plan.

SECTION 5. CONSOLIDATED PLAN

Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton cooperated in the preparation of the current Escambia Consortium Consolidated Plan covering the jurisdictional boundaries of all entities in accordance with governing Federal Regulations. All Consortium members are on the same program year for the HOME Investment Partnerships (HOME), Community Development Block Grant (CDBG), Housing for Persons With Aids (HOPWA), and Emergency Shelter Grant (ESG) Programs. The program year for all jurisdictions in the Escambia Consortium is October 1 through September 30 of each year. Allocation of HOME funds for use in Escambia County, the City of Pensacola, and Santa Rosa County (including the City of Milton) shall be based upon the existing HOME funds percentage allocation process with respect to the annual HOME allocation provided by the U. S. Department of Housing and Urban Development for the Escambia HOME Consortium. The implementation of the Consolidated Plan and the allocation of Federal HOME funding associated therewith shall be established by written memoranda issued by Escambia County through its authorized representative. The City of Milton is included as a member of the Consortium solely for the purpose of allowing the expenditure of Santa Rosa County HOME funds within the corporate limits of the City of Milton. The City of Milton shall not be entitled to an allocation separate and apart from that deemed to be the Santa Rosa County allocation. The Consortium members reserve the right to alter the distribution of funds between the jurisdictions by mutual written approval should such alteration be deemed in the best interest of all parties to this agreement.

SECTION 6. CERTIFICATIONS

The members of the Consortium certify that they will support and affirmatively further fair housing and that they will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations of 49 CFR Part 24, and the requirements governing the residential antidisplacement and relocation assistance plan under section 104(d) of the Housing and Community Development Act of 1974.

SECTION 7. TERM OF AGREEMENT

This Agreement shall commence on **October 1, 1999**, at which time it shall supersede and replace that Interlocal Agreement entered on May 29, 1996, by and between Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton. The initial term of this Agreement encompasses Federal Fiscal Years 2000-2002. This Agreement shall be automatically renewed for successive three-year qualification periods, unless: (1) any of the member jurisdictions provide written notice of their election not to participate in a new three-year qualification period, or (2) one or more of the jurisdictions fail to adopt, and submit to HUD, an amendment to this Agreement that incorporates all changes necessary to meet cooperation agreement requirements as prescribed by HUD in the Consortia Qualification Notice that is applicable to a subsequent qualification

period. Escambia County shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify each of the Consortium member jurisdictions in writing of their right not to participate in the Consortium. Prior to its effective date, Escambia County shall file this Agreement in the official records of the Office of the Clerks of the Circuit Courts of Escambia and Santa Rosa Counties. Escambia County reserves the right to enter into an extension of this Agreement with any of the remaining members in the event that the City of Pensacola, or Santa Rosa County, or the City of Milton, elect to cease participation.

SECTION 8. LIABILITY

Subject to any claim of sovereign immunity, each member of the Consortium shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this agreement. Any resulting liabilities, omissions, errors or actions providing cause for payment from non-HOME funds or the required repayment of HOME funds to the U.S. Department of Housing and Urban Development as a result of ineligible expenditures, and all costs related thereto shall be the specific responsibility of the offending member or their representatives, and shall not be the responsibility of the non-offending members.

SECTION 9. NOTICES

Formal notices issued under the terms of this agreement shall be sent, by U.S. Mail, as follows:

City of Pensacola:
Pat Hubbard, Director
Department of Housing
P.O. Box 12910
Pensacola, Florida 32521
(850) 435-1668

Escambia County (agent):
Randy Wilkerson, Executive Director
Neighborhood Enterprise Foundation, Inc.
P.O. Box 8178
Pensacola, Florida 32505
(850) 458-0466

Santa Rosa County:
Hunter Walker, County Administrator
Santa Rosa County
Santa Rosa County Courthouse
6495 Caroline Street
Milton, Florida 32570

City of Milton:
Donna Adams, City Manager
City of Milton
P.O. Box 909
Milton, Florida 32572

SECTION 10. EFFECTIVE DATE/AUTHORIZING RESOLUTIONS/ ATTORNEY CERTIFICATIONS

This agreement shall take effect on the 1st day of October, 1999. **EXHIBIT I** includes authorizing Resolutions as approved by the members of the Consortium and is incorporated herein as part and parcel of this agreement. The certification of legal counsel as to the legal authority for the members to undertake activities described in this agreement is affixed to this agreement.

SECTION 11. LIMITATIONS OF AGREEMENT

It is not the intent of this agreement to alter the independent jurisdiction of the Consortium members in any manner except as specified herein. All other policies, rules, regulations, and ordinances of the respective parties shall continue to apply within the jurisdictional boundaries of each party and shall not be impacted by the execution of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date first above written.

ESCAMBIA COUNTY, a political subdivision of the State of Florida

BY: Willie J. Junior
Willie J. Junior, Vice Chairman
Board of County Commissioners

BCC Approved: 6/22/99

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

By: Marilyn Stingray
Deputy Clerk

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY: Michael C. Gibson, ACA
Escambia County Attorney's Office

CITY OF PENSACOLA, a municipality chartered in the State of Florida

BY: _____ Acting
Thomas Bonfield, City Manager

ATTEST: City Clerk

BY: _____

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY: _____
City of Pensacola Attorney's Office

SANTA ROSA COUNTY, a political subdivision of the State of Florida

BY: _____
Jim Williamson, Chairman
Board of County Commissioners

ATTEST: ~~County~~ Deputy Clerk

BY: _____

PASSED AND ADOPTED THIS 10 **DAY OF** June, **1999, BY A VOTE OF** 5 **YEAS,** 0 **NAYS AND** 0 **ABSENT.**

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY: _____
Santa Rosa County Attorney's Office

APPROVED AS TO CONTENT

Name

Housing
Department

6-29-99
Date

CITY OF MILTON, a municipality chartered in the State of Florida

BY: _____
Donna Adams, City Manager

ATTEST: City Clerk

BY: _____

Approved as to form and legal sufficiency and certifying that the terms and provisions of this Agreement are fully authorized by State and local law and that the Agreement provides full legal authority for the Consortium to undertake, or assist in undertaking, essential community development and housing assistance activities for the HOME Investment Partnerships Act Program:

BY: _____
City of Milton Attorney's Office

EXHIBIT I

AUTHORIZING RESOLUTIONS

Escambia County
Clerk's Original
6/22/99; Cow I-1

RESOLUTION R99-130

AUTHORIZING EXECUTION OF ESCAMBIA HOME CONSORTIUM AGREEMENT

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton have contiguous boundaries and services thereby necessitating the coordination of housing assistance activities; and

WHEREAS, Escambia County, Santa Rosa County and the City of Pensacola formed the Escambia Consortium on June 23, 1993, and the City of Milton joined the Consortium on May 29, 1996, to provide mutual advantages for the residents of the local area.

NOW THEREFORE, the Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, do hereby resolve that on this the 22nd day of JUNE, 1999, the below listed actions are authorized:

1. The submission of the Escambia HOME Consortium Agreement encompassing Federal Fiscal Years 2000-2002 and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.

2. The execution of the Escambia HOME Consortium Agreement and all other HOME related documents as required by the Chairman of the Escambia County Board of County Commissioners.

3. Acceptance of the designation as lead agency for the Escambia HOME Consortium.

Approved as evidenced by the signature and seal affixed below:

ESCAMBIA COUNTY, a political subdivision of the State of Florida

BY: Willie J. Junior
Willie J. Junior, Vice Chairman
Board of County Commissioners

BCC Approved: 6/22/99

Attest: Ernie Lee Magaha
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA (SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT, and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of Resolution Number R99-130 as the same was duly adopted and passed at a Meeting of the Board held on the 22nd day of June, 1999, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 12th day of July, 1999.

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT, AND EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: Marilyn Stingrey
Deputy Clerk

(S E A L)

RESOLUTION
NO. 16-99

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING EXECUTION OF ESCAMBIA HOME CONSORTIUM AGREEMENT WITH ESCAMBIA COUNTY AND SANTA ROSA COUNTY, FLORIDA CONCERNING THE HUD HOME INVESTMENT PARTNERSHIP ACT (HOME)

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton have contiguous boundaries and services thereby necessitating the coordination of housing assistance activities; and

WHEREAS, Escambia County, Santa Rosa County and the City of Pensacola formed the Escambia Consortium for this purpose on June 22, 1993, and the City of Milton joined the Consortium on May 29, 1996, to provide mutual advantages for the residents of the local area;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:

SECTION 1. That the City of Pensacola shall enter into a HOME Consortium Agreement with Escambia County for the 2000-2002 HOME Program and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.

SECTION 2. That the City Manager and City Clerk are hereby authorized to execute the Escambia HOME Consortium Agreement and other HOME related documents.

SECTION 3. The City of Pensacola accepts the designation of Escambia County as lead agency for the Escambia HOME Consortium.

SECTION 4. The Escambia HOME Consortium Agreement referred to herein shall be substantially in the form of the agreement attached hereto.

SECTION 5. The resolution shall take effect immediately upon its adoption by the City Council.

Adopted: June 24, 1999

Approved: _____
Mayor

ATTEST:

_____
City Clerk

Legal in form and valid if adopted:

_____
City Attorney

RESOLUTION NO. 99-11

AUTHORIZING EXECUTION OF
ESCAMBIA HOME CONSORTIUM AGREEMENT

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, and the City of Milton, Florida have contiguous boundaries thereby necessitating the coordination of housing assistance planning and activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, Florida formed the Escambia Consortium on June 22, 1993, and the City of Milton joined the Consortium on May 29, 1996, to provide mutual advantages for the residents of the local area.

NOW THEREFORE, the Board of County Commissioners of Santa Rosa County, a political subdivision of the State of Florida, does hereby resolve that on this the 10 day of June, 1999, the below listed actions are authorized:

1. The execution of the Escambia HOME Consortium Agreement and all other HOME related documents.

2. The submission of the Escambia HOME Consortium Agreement encompassing Federal Fiscal Years 2000-2002 and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.

3. Acceptance of the designation of Escambia County as the lead agency for the Escambia HOME Consortium.

PASSED AND ADOPTED THIS 10 **DAY OF** June, **1999, BY A VOTE OF** 5 **YEAS,** 0 **NAYS AND** 0 **ABSENT.**

BOARD OF COUNTY COMMISSIONERS
OF SANTA ROSA COUNTY, FLORIDA

BY: Jim Williamson
Jim Williamson, Chairman

ATTEST:

Jimmy Simmons
Deputy Clerk of Courts

RESOLUTION NO. 982

AUTHORIZING EXECUTION OF ESCAMBIA HOME CONSORTIUM AGREEMENT

WHEREAS, the National Affordable Housing Act of 1990 and implementing regulations found at 24 CFR part 92.101 provide for the establishment of consortia of local governments for purposes of implementing various HOME Program activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, and the City of Milton, Florida have contiguous boundaries thereby necessitating the coordination of housing assistance planning and activities; and

WHEREAS, the City of Pensacola, Escambia County, and Santa Rosa County, Florida formed a HOME Consortium on June 22, 1993, and the City of Milton joined the Consortium on May 29, 1996 to allow HOME activities to be undertaken within its corporate limits and to provide mutual advantages for the residents of the local area.

NOW THEREFORE, the City Council of the City of Milton, a municipality chartered in the State of Florida, does hereby resolve that on this the 8th day of June 1999, the below listed actions are authorized:

1. The execution of the Escambia HOME Consortium Agreement and all other HOME related documents by the City Manager or Mayor of the City of Milton.

2. The submission of the Escambia HOME Consortium Agreement encompassing Federal Fiscal Years 2000-2002 and for subsequent three year qualification periods, if the renewal clause in the agreement is exercised by all parties.

3. Acceptance of the designation of Escambia County as the lead agency for the Escambia HOME Consortium.

CITY OF MILTON, FLORIDA

BY: _____
Guy Thompson, Mayor

ATTEST:

_____
Dewitt Nobles, City Clerk

STATE OF FLORIDA

CERTIFICATION OF THE ESCAMBIA HOME CONSORTIUM

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 makes provisions whereby urban counties may enter into cooperation agreements with certain units of local government to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnership Act; and

WHEREAS, the County of Escambia, City of Pensacola, the County of Santa Rosa, and the City of Milton entered into a Consortium agreement for purposes of the HOME Program effective October 1, 1996, and the jurisdictions now wish to renew said agreement, and have Escambia County act in a representative capacity for all cooperating members of local government and to have the County assume overall responsibility for ensuring that the Consortium of the HOME Program is carried out in compliance with the requirements of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and

WHEREAS, pursuant to the authority of the Cranston-Gonzalez National Affordable Housing Act of 1990 and amendments thereto, the Consortium entered into between the County of Escambia, the City of Pensacola, Santa Rosa County and the City of Milton serves as a program whereby the County of Escambia, the City of Pensacola, the County of Santa Rosa, and the City of Milton, Florida, will contribute towards the alleviation of housing problems within the State of Florida.

NOW THEREFORE, THE FLORIDA HOUSING FINANCE CORPORATION FOR THE STATE OF FLORIDA HEREBY DULY CERTIFIES THAT A CONSORTIUM ENTERED INTO BETWEEN THE COUNTY OF ESCAMBIA, THE CITY OF PENSACOLA, SANTA ROSA COUNTY, AND THE CITY OF MILTON; OR A CONSORTIUM SOLELY BETWEEN THE COUNTY OF ESCAMBIA AND ONE OR MORE OF THE POTENTIAL MEMBERS WILL DIRECT ITS ACTIVITIES TOWARD THE ALLEVIATION OF HOUSING PROBLEMS IN THE STATE OF FLORIDA WITHIN THE RESPECTIVE MEMBER JURISDICTIONS. THIS CERTIFICATION SHALL BE EFFECTIVE FOR THE PERIOD OCTOBER 1, 1999-SEPTEMBER 30, 2002, AND FOR SUBSEQUENT THREE YEAR QUALIFICATION PERIODS AS MAY BE MUTUALLY AGREED TO BY THE MEMBER JURISDICTIONS.

IN WITNESS THEREOF, THE FLORIDA HOUSING FINANCE CORPORATION OF THE STATE OF FLORIDA HAS EXECUTED THIS CERTIFICATION.

Florida Housing Finance Corporation

Witness:

Witness:

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13 day of July, 1999, by Stephen M Donelan, _____, of the Florida Housing Finance Corporation, who did not take an oath and who:

✓ is/are personally known to me.
___ produced current Florida driver's license as identification.
___ produced current _____ as identification.

Signature of Notary Public

(Notary Seal must be affixed)

CAROLYN N. HAYSE
MY COMMISSION # CC 795920
EXPIRES: 03/01/2003
1-800-3-NOTARY Fla. Notary Services & Bonding Co.

Carolyn N. Hayse
Name of Notary Printed
My Commission Expires: 03/01/2003

EXHIBIT B

Board of County Commissioners • Escambia County, Florida

June 1, 2020

Mayor Grover C. Robinson, IV
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521

RE: HOME CONSORTIUM AGREEMENT AUTOMATIC RENEWAL FOR FFY 2021-2023

Dear Mayor Robinson:

The purpose of this correspondence is to advise of the impending automatic renewal of the Interlocal Agreement for the HUD HOME Consortium comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton. The current Consortium Agreement, as mutually extended in 2017, encompassed the three (3) year qualification period extending from October 1, 2017 – September 30, 2020. Section 7 of the Interlocal provides for the automatic renewal of the subject agreement for successive three (3) year qualification periods "unless one or more parties elect to withdraw from the Consortium." The automatic renewal will continue the Consortium in its present form for **Federal Fiscal Years (FFY) 2021, 2022 and 2023** (i.e., the period October 1, 2020 – September 30, 2023).

Each Consortium member is hereby notified that the HUD HOME Consortium Interlocal Agreement between Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton will be automatically renewed and extended for FFY 2021, 2022, and 2023, unless one or more member jurisdictions provide written notification of their decision not to continue to participate in the Consortium. Such written notification shall be submitted by certified mail to: Escambia County, Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32501; and to: Floretta W. Green, Senior CPD Representative, HUD Jacksonville Field Office, 400 West Bay Street, Suite 1015, Jacksonville, Florida 32202 on or before June 15, 2020. Such notification is only required if you elect to withdraw from the Consortium.

In the event your jurisdiction wishes to continue the agreement, for record-keeping purposes, I would appreciate correspondence directed to this office advising of your intent to continue membership in the Consortium. You need only notify this office of your plans to continue participation.

I appreciate the cooperation and support afforded this office as we pursue our mutual interests in improving the condition and availability of affordable housing in the local area. If there are any questions, or should you require further information regarding this subject, please do not hesitate to call me at the above referenced number, or contact me by e-mail at: mareeves@myescambia.com or via phone at 850-595-4968.

Sincerely,

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department

c: Marcie Whitaker, City of Pensacola Housing Division
Clara Long, Director, Neighborhood & Human Services Department
Floretta W. Green, CPD Representative, HUD Jacksonville Office

June 1, 2020

Dan Schebler, County Administrator
Santa Rosa County
SRC Administrative Office
6495 Caroline Street, Suite D
Milton, FL 32570

RE: HOME CONSORTIUM AGREEMENT AUTOMATIC RENEWAL FOR FFY 2021-2023

Dear Mr. Schebler:

The purpose of this correspondence is to advise of the impending automatic renewal of the Interlocal Agreement for the HUD HOME Consortium comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton. The current Consortium Agreement, as mutually extended in 2017, encompassed the three (3) year qualification period extending from October 1, 2017 – September 30, 2020. Section 7 of the Interlocal provides for the automatic renewal of the subject agreement for successive three (3) year qualification periods "unless one or more parties elect to withdraw from the Consortium." The automatic renewal will continue the Consortium in its present form for **Federal Fiscal Years (FFY) 2021, 2022 and 2023** (i.e., the period October 1, 2020 – September 30, 2023).

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Sincerely,

Meredith Reeves, Neighborhood Enterprise Division Manager
Neighborhood & Human Services Department

c: Erin Malbeck, SRC Housing Program Coordinator
Shawn Ward, SRC Community Planning, Zoning & Development Director
Clara Long, Director, Neighborhood & Human Services Department, Escambia County
Floretta W. Green, Senior CPD Representative, HUD Jacksonville Office

June 1, 2020

Randy Jorgenson, City Manager
City of Milton
6378 Dixon Street
PO Box 909
Milton, FL 32572

RE: HOME CONSORTIUM AGREEMENT AUTOMATIC RENEWAL FOR FFY 2021-2023

Dear Mr. Jorgenson:

The purpose of this correspondence is to advise of the impending automatic renewal of the Interlocal Agreement for the HUD HOME Consortium comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton. The current Consortium Agreement, as mutually extended in 2017, encompassed the three (3) year qualification period extending from October 1, 2017 – September 30, 2020. Section 7 of the Interlocal provides for the automatic renewal of the subject agreement for successive three (3) year qualification periods "unless one or more parties elect to withdraw from the Consortium." The automatic renewal will continue the Consortium in its present form for **Federal Fiscal Years (FFY) 2021, 2022 and 2023** (i.e., the period October 1, 2020 – September 30, 2023).

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I appreciate the cooperation and support afforded this office as we pursue our mutual interests in improving the condition and availability of affordable housing in the local area. If there are any questions, or should you require further information regarding this subject, please do not hesitate to call me at the above referenced number, or contact me by e-mail at: mareeves@myescambia.com or via phone at 850-595-4968.

Sincerely,

Meredith Reeves, Division Manager
Neighborhood Enterprise Division
Neighborhood & Human Services Department

c: Clara Long, Director, Neighborhood & Human Services Department, Escambia County
Floretta W. Green, Senior CPD Representative, HUD Jacksonville Office

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18032 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 07/02/2020
Issue: Letter of Support - US 90 Corridor Master Plan Grant Application
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Letter of Support for the Emerald Coast Regional Council's Pursuit of a Florida Department of Economic Opportunity Technical Assistance Grant for Developing a US 90 Corridor Master Plan - Joy Jones, P.E, Engineering Department Director

That the Board approve and authorize the Chairman to sign a Letter of Support for the Emerald Coast Regional Council's (ECRC) Pursuit of a Florida Department of Economic Opportunity Technical Assistance Grant for Developing a US 90 Corridor Master Plan.

The US 90 Corridor falls within Commission Districts 1, 2, 3, and 4.

BACKGROUND:

Emerald Coast Regional Council (ECRC) has advocated for a more regional approach to planning corridors in Northwest Florida. This Grant would afford ECRC money to pursue the US 90 Corridor at a more regional scale. The need for a more regional view of corridors has been discussed at previous Transportation Planning Organization (TPO) meetings.

The Florida Department of Economic Opportunity provides small scale technical Grants to local and/or regional government for community planning assistance for a given project. Grant awards typically range from $25,000 to $40,000. As a requirement of the Grant, the plans must be completed within an eleven-month time-frame, and the Grant itself is available for a period of one year. This year, the Grant period extends from July 1, 2020, to June 30, 2021.

The US 90 Corridor Master Plan aims to provide an off-road trail experience and

builds off of a recreational and historic tourism-focused initiative led by other Counties for the Old Spanish Trail, which primarily parallels US 90. This will expand recreational access to park and trail facilities, residential neighborhoods, commercial nodes, and downtown areas, which in turn supports bicycle and pedestrian mobility and economic development.

The ECRC, which provides staff support for the TPO, is applying for this Grant.

BUDGETARY IMPACT:

No financial support is requested.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off not required.

PERSONNEL:

No additional personnel needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is required for a Letter of Support executed by the Chairman.

IMPLEMENTATION/COORDINATION:

Upon Board approval and appropriate signatures on the support letter, Transportation & Traffic Operations staff will transmit the letter to the appropriate TPO staff.

Attachments

Letter of Support
US 90 CMP Scope

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

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

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

July 2, 2020

Mario Rubio, Director
Division of Community Development
Florida Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120

RE: Letter of Support for the "US 90 Corridor Master Plan"

Dear Mr. Rubio:

On behalf of the Escambia County Board of County Commissioners, I fully support the US 90 Corridor Master Plan proposal for the Department of Economic Opportunity's Technical Assistance Grant. I welcome the opportunity for Escambia County staff to work with the Emerald Coast Regional Council to develop a plan that helps foster vibrant, healthy communities and aligns with the Escambia County Comprehensive Plan 2030 goal to provide multi-modal transportation options.

This project takes a regional approach to develop a community asset that has been shown to bring economic and quality of life benefits to other areas in the State of Florida. Through a combination of technical input and community engagement, key regional strategies for implementation of a multi-use trail will be developed. The outcome of this planning process will provide valuable information to support decision making for future transportation infrastructure.

Thank you for considering this proposal and we look forward to working together on this important project.

Sincerely,

Steven Barry
Chairman, Escambia County BCC

US-90 Corridor Master Plan
Scope of Work

Project Description: Regional multi-use trails are very popular in many communities due to the many benefits they provide. They provide a safe, designated facility to allow for transportation options between longer distances and they help bring new economic opportunities to the communities they connect. This US-90 Corridor Master Plan aims to provide an off-road trail experience and builds off a recreational and historic tourism focused initiative led by other counties for the Old Spanish Trail, which primarily parallels US-90. This will expand recreational access to park and trail facilities, residential neighborhoods, commercial nodes, and downtowns, which in turn supports bicycle and pedestrian mobility and economic development. The plan will identify gaps and constraints in current multi-modal facilities along US 90 and develop a robust plan for implementation based on data analysis and input from targeted stakeholders. The limits of this project are from the Florida-Alabama state line in Escambia County to the Okaloosa-Walton county line. Escambia, Santa Rosa, and Okaloosa counties will be integral partners in developing a plan that aligns with recreation and mobility components in their comprehensive plans. This regional project will interface with similar plans previously prepared by Walton, Holmes, and Jackson counties that were funded through this technical assistance grant opportunity.

Deliverables and Tasks	Performance Measures	Cost	Due Date
Deliverable 1: Working Group Meetings A working group made up of stakeholders representing the Escambia, Santa Rosa, and Okaloosa counties will be identified. Potential stakeholders may include: Tourist Development Councils, local government staff, Community Redevelopment Agencies, and citizen advocates. Staff will plan, organize, and facilitate two meetings with the working group to present the study area, identify issues and corridor constraints, and develop strategies for a viable, connected network that will attract tourists and locals for active recreation. The topics for the meetings will be as follows: Meeting 1: Consulting staff will facilitate a meeting of the working group to present the elements of the plan and expected outcomes. Group members will help to identify issues, opportunities, and strategies for a multi-use trail on US 90. Meeting 2: Building upon the information obtained in Meeting 1, site assessments, and date collection, a summary report and preliminary analysis will be provided to the working group.	Completion of Steering Committee meetings in conformance with Deliverable 1, evidenced by documentation of the following: 1. List of working group members; 2. Copy of workshop meeting public notifications and agendas; 3. Copy of sign-in sheets for working group meetings; 4. Summary report from working group meetings to include: a. Summary of meeting recording; b. Copies of PowerPoint presentations (if used); c. Key outcomes; and 5. Map of the study area. Documents will be submitted in electronic PDF format.	$7,000	WG Meeting #1: December 18, 2020 WG Meeting #2: April 23, 2021
Deliverable 2: Data Collection and Mapping Staff will analyze the condition of the existing roadway, surrounding uses, and other relevant data and geographic information system (GIS) data including: • Property boundaries • Roads	Completion of a data collection and mapping in conformance with Deliverable 2, evidenced by documentation of the following: 1. GIS map of relevant data; and 2. Summary report of the data, including:	$8,000	March 26, 2021

• Natural features, water bodies, parks, and public lands • Right-of-way • Land use • Florida Natural Areas Inventory • Historic sites • Speed limits • Aerial photography • Schools • Parks • Limited utilities as accessible Staff will review comprehensive plans of applicable local government documents related to transportation and mobility. Staff will also review and analyze best practice design guidelines for shared-use paths from entities including but not limited to the Florida Department of Transportation, National Association of City Transportation Officials, and the Federal Highway Administration. Previous research on the Old Spanish Trail will be reviewed and incorporated.	a. constraints and opportunities for implementation based on analysis; b. historic sites overview; c. applicable design standards for the trail; and d. relevant local government policies. Documents will be submitted in electronic PDF format.		
Deliverable 3: Economic Impact Analysis An economic impact analysis of constructing a multi-use path will be conducted. The analysis will forecast direct and indirect impacts related to jobs and GDP.	Completion of economic impact analysis in conformance with Deliverable 3, will be evidenced by documentation of the following: 1. Summary report of the impact analysis including project description, modeling assumptions, and variables used to determine economic effects of a new multi-use trail. Documents will be submitted in electronic PDF format.	$3,000	March 26, 2021
Deliverable 4: Site Assessments Six site assessments will be conducted based on input from the working group. Staff will conduct field reconnaissance with relevant working group members	Completion of the site assessment in conformance with Deliverable 4, evidenced by documentation of the following:	$7,000	April 23, 2021

and open the assessment to the public for participation. The assessment will consider current navigability of the roadway for all users, physical constraints of a multi-use trail application to the site, current driver behavior, conditions of the site, and nearby roadway segment alternatives.	1. Site assessment form and completed answers from working group and public; 2. Copy of public notifications; and 3. Copy of social media event page. Documents will be submitted in electronic PDF format.		
Deliverable 5: Public Workshop A public workshop will be held to present outcomes of the data analysis, site assessments, economic impact analysis, and working group discussion. Citizen input will be captured on perceived opportunities and concerns. Information will be collected based on input regarding historic markers, interpretative signage, and corridor beautification.	Completion of the tasks in accordance with Deliverable 5, evidenced by documentation of the following: 1. Copy of public workshop outreach and marketing materials such as public notifications and agenda; 2. Copy of public workshop sign-in sheet; and 3. Summary report from public workshop to include: a. Summary meeting minutes; b. Copies of PowerPoint presentation (if used); c. Key outcomes; and d. Citizen input. Documents will be submitted in electronic PDF format.	$5,000	May 21, 2021
Deliverable 6: US-90 Corridor Master Plan Staff will develop a US-90 Corridor Master Plan, which will include: • Working group strategies • Citizen Input • Maps and tables associated with data collection • Future funding sources for implementation • Preliminary planning costs • Constraints and opportunities	Completion of the tasks in accordance with Deliverable 6, evidenced by documentation of the following: 1. Final US-90 Corridor Master Plan 2. Table of comments/edits from the working group on the draft plan and identification of how they were addressed. Documents will be submitted in electronic PDF format.	$10,000	June 30, 2021

• Examples of multi-use trail graphics and images • Economic and health Impacts of trail Systems • Historic relevance of the Old Spanish Trail • Interpretive signage and wayfinding recommendations • Corridor beautification and enhancement recommendations • Design, material, placement location, and potential preferred alternative recommendations for a multi-use trail.			
	Total	$40,000	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18086 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Contract Award for CDBG Housing Rehabilitation Services for 1506 Blossom Trail
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 1506 Blossom Trail - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 1506 Blossom Trail:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Dorothy Mae Marshall, Owner; per the terms and conditions of NED C-R-2020-7, NED CDBG Housing Repair for 1506 Blossom Trail, for a bid of $36,750; and

B. Authorize the issuance of a Purchase Order.

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

BACKGROUND:

An Invitation to Bid for project NED C-R-2020-7, NED CDBG Housing Repair for 1506 Blossom Trail was published in the *Pensacola News Journal* and on Vendor Registry on May 22, 2020 (Exhibit I), and accessed by 82 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on May 29, 2020, at the property, which was attended by six firms. Sealed bids were received from three firms by the June 5, 2020, deadline, with bids opened on June 8, 2020. David H.

Griffin Enterprises, LLC, was the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the tabulated bid total of $36,750.

Repairs for this property will include repair/replacement of floor joists throughout the home and installation of new underlayment; replacement of interior doors throughout home; installation of new kitchen cabinets and countertop with new sink and plumbing fixtures; complete electrical rewire to include addition of smoke and carbon monoxide detectors, GFI receptacles, and lighting fixtures; installation of vented range hood; installation of exterior stairs with handrails at porch; and associated interior framing and sheetrock work.

BUDGETARY IMPACT:

Funds are available in Fund 129/2017 CDBG Housing Rehab, Cost Center 370230.

LEGAL CONSIDERATIONS/SIGN-OFF:

The CDBG Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the CDBG program requirements and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I Bid Docs CDBG 1506 Blossom Trail

Ex II Bid tab CDBG 1506 Blossom Trail

Ex III CDBG Agreement 1506 Blossom Tr

EXHIBIT I

VendorRegistry

Expired Solicitation

Details for expired solicitation

Solicitation Details | Notify | Recruit | Add Note | Questions | Submissions | Analytics

Set to 'In Review' Set to 'Awarded' Set to 'Cancelled' Reopen

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED C-R-2020-7

Solicitation Request: NED CDBG HOUSING REPAIR FOR 1506 BLOSSOM TRAIL

Deadline: 6/5/2020 12:00 PM (Central Daylight Time)

Pre-Bid Meeting-Date: 5/29/2020 9:00 AM

Pre-Bid Meeting-Details: A mandatory pre-bid meeting will be held at the project site located at 1506 Blossom Trail.

Description:
NED CDBG single housing rehabilitation for Dorothy Mae Marshall located at 1506 Blossom Trail, Pensacola Florida 32505

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Home Construction, Single Family
- Painting, Maintenance and repair, including caulking
- Remodeling and Alterations
- Maintenance and repair, Residential Building, Single Family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments

- Painting, Maintenance And Repair Services, Including Caulking
- Remodeling And Alteration Services

Documents:

- CDBG Moderate Rehab Specs - Marshall.pdf
- Pre Bid 1506 Blossom Trail.pdf

Notified Vendors:

- 5/22/2020 - 850 Paint Pro (rick850@gmail.com)
- 5/22/2020 - AAACS LLC (aaacourtsurfaces@gmail.com)
- 5/22/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 5/22/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 5/22/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 5/22/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 5/22/2020 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 5/22/2020 - B2W Home Repair (b2wrepair@gmail.com)
- 5/22/2020 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 5/22/2020 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 5/22/2020 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 5/22/2020 - Bill Smith Electric (derek@billsmithelectric.com)
- 5/22/2020 - Bill walther construction (billwaltherconstruction@gmail.com)
- 5/22/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 5/22/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 5/22/2020 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 5/22/2020 - Chris Perritt LLC (chrp4x4@aol.com)
- 5/22/2020 - Citrus Sandblast (brandon@citrussandblast.com)
- 5/22/2020 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 5/22/2020 - Construction Bid Source (chin@constructionbidsource.com)
- 5/22/2020 - Construction Journal (bids@thecj.com)
- 5/22/2020 - Corporate vision inc (corpvisioninc@gmail.com)
- 5/22/2020 - Curley Construction of NW FL Inc (c2144@cox.net)
- 5/22/2020 - D & K Concrete construction (dkconcrete24@gmail.com)
- 5/22/2020 - D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 5/22/2020 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 5/22/2020 - Design Home Builders, Inc. (tony234@bellsouth.net)
- 5/22/2020 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 5/22/2020 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 5/22/2020 - Duggins Services, Inc (asmith@dugginsservices.com)
- 5/22/2020 - Duggins Services, Inc (sales@dugginsservices.com)
- 5/22/2020 - E. O. Koch Construction Co. (mike@eokoch.com)
- 5/22/2020 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 5/22/2020 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)

COPY COPY TO CONTRACT COPY TO BID EVALUATION

- 5/22/2020 - empire builders (mike@empirebuildersgroup.com)
- 5/22/2020 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 5/22/2020 - Emry Construction LLC (emryconstruction@gmail.com)
- 5/22/2020 - English Brothers (sitoenglish@yahoo.com)
- 5/22/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 5/22/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 5/22/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 5/22/2020 - Grand Service Company, LLC. (markg7149@gmail.com)
- 5/22/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 5/22/2020 - Greenhut Construction (randy@greenhut.com)
- 5/22/2020 - Homes By Vets (eric@homesbyvets.com)
- 5/22/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 5/22/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 5/22/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 5/22/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 5/22/2020 - iSqFt (content@constructconnect.com)
- 5/22/2020 - iSqFt (kosborn@isqft.com)
- 5/22/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 5/22/2020 - J&E Construction (may@jeconstruct.com)
- 5/22/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 5/22/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 5/22/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 5/22/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 5/22/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 5/22/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 5/22/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 5/22/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 5/22/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 5/22/2020 - MCDELT LLC (nisbez@me.com)
- 5/22/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 5/22/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 5/22/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 5/22/2020 - MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 5/22/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 5/22/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
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Online Bids:

- David H Griffin Enterprises, LLC - Scan0173.pdf

Additions:

Addition 1: In Review

Posted: 6/9/2020

Description:
Contract award to be considered at 07/02/20 meeting

Documents:

- Bid Tab CDBG 1506 Blossom Trail.pdf

PENSACOLA News Journal pnj.com

ESC CO COMMISSIONERS/LEGALS
221 PALAFOX PL

PENSACOLA. FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE TO BIDDERS

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

05/22/20

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

Sworn to and Subscribed before me this 22th of May 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

9-19-21

My commission expires

# of Affidavits 1

Publication Cost: $163.62
Ad No: 0004198427
Customer No: PNJ-26745500

This is not an invoice

VICKY FELTY NOTARY PUBLIC STATE OF WISCONSIN

PUBLIC NOTICE TO BIDDERS

Sealed bids will be received until Friday, June 05, 2020 at 12:00 Noon CT, in the Escambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place, Suite 200, Pensacola, Florida, for rehabilitation of the residential dwelling located at 1506 Blossom Trail, Pensacola, Florida 32505 under the Escambia County Community Development Block Grant (CDBG) Program.

A mandatory Pre-Bid Conference will be held 8:30 AM CST, Friday, May 29, 2020 at 1506 Blossom Trail, Pensacola , Florida 32533. Bid Opening will be at 2:15 PM, Monday, June 08, 2020, at the NED Office

Sealed bids will be received until Friday, June 12, 2020 at 12:00 Noon CT, in the Escambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place, Suite 200, Pensacola, Florida, for rehabilitation of the residential dwelling located at 305 Hicks Street, Cantonment, Florida 32533 under the Escambia County Community Development Block Grant (CDBG) Program.

A mandatory Pre-Bid Conference will be held 8:30 AM CST, Friday, June 05, 2020 at 305 Hicks Street, Cantonment, Florida 32533. Bid Opening will be at 2:15 PM, Monday, June 15, 2020, at the NED Office.

Specifications may be obtained by reviewing the "Solicitations" link at the Escambia County Purchasing site at https://myescambia.com/our-services/purchasing. For bids to be considered, they must include: all itemized costs, total bid cost, must be in ink, must be signed by the submitting contractor, and must be submitted though Vender Resistry or hand delivered to the NED office by the stated deadline. Any bid that does not meet the above requirements will not be considered. Escambia County reserves the right to reject any or all bids.

General questions may be directed to the NED Office at 850-595-0022 or ned@myescambia.com. Small business and minority contractors who wish to participate in the Escambia County CDBG Program should contact the NED office for additional information.
Legal No.4198427 5/22/2020

BCC 6-1-20

EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 06/08/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED C-R-2020-7
Solicitation Name: NED CDBG Housing Repair for 1506 Blossom Trail

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	Tabulated Total
Design Homebuilders Inc	$57,150.00	N/A	N/A	$57,150.00
David H. Griffin Enterprises LLC	$36,650.00	N/A	N/A	$36,750.00
Mike Motes Builders LLC	$51,022.00	N/A	N/A	$51,410.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to David H. Griffin Enterprises, LLC for the Tabulated total bid of $36,750.00.

Status: Under Review
BCC Meeting Date: 07/02/20

CDBG HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between __Dorothy Mae Marshall____ (hereinafter referred to as "Owner"), and _David H. Griffin Enterprises, LLC__ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division, hereinafter referred to as "NED", has established the **CDBG Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

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

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _1506 Blossom Trail, Pensacola, FL 32505_ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$ 36,750.00** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two

payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

Section 5. **Bonds.** If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **sixty (60) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or

progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the

right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following

receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc. shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of CDBG funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the Project. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. Upon completion of the Project, the Owner shall be responsible for reinstallation of rugs, draperies, wall coverings, and furniture unless otherwise specified in the Scope of Work.

If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project and agrees not to enter the work site during any lead based paint hazard abatement work on the premises.

Section 23. Lead Based Paint (LBP)/Renovation, Repair, and Painting Rule (RRP).

The subject property ☒ was/☐ was not constructed prior to 1978.

If the subject property was constructed prior to 1978, then the following provisions shall apply:

The County/NED and/or Owner shall provide Contractor with a copy of the Lead Based Paint (LBP) Survey. Any LBP found in excess of HUD's guidelines as provided in the Lead Safe Housing Rule has or will be remediated in accordance with the Work Plan provided by the Risk Assessor assigned to the Project. The Risk Assessor shall perform a clearance inspection prior to final completion and acceptance of the work. The clearance inspection will be limited to a visual inspection and dust wipe samples at the affected locations. If clearance is not achieved

upon the first inspection, Contractor shall promptly perform such additional work as required to achieve clearance and all additional clearance inspections will be at the Contractor's expense. The Project shall not be deemed complete in accordance with **Section 11** until the Risk Assessment Firm furnishes NED with certification that the lead-based paint hazard, evaluated at the time of initial risk assessment, has been abated.

Contractor is an EPA Certified Renovation Firm and has provided a copy of said certification to Owner and the County/NED. All work performed pursuant to this Agreement shall be in accordance with the EPA/RRP Rule, including providing a copy of "Renovation Recordkeeping Checklist" at close of job to Owner and NED, if applicable.

Section 24. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399-2215
(850) 487-1395

Section 25. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 26. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 27. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 28. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 29. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements

related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 30. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 31. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Dorothy Mae Marshall	David H. Griffin Enterprises, LLC
Neighborhood Enterprise Division	1506 Blossom Trail	2176 Bumpy Rd.
221 Palafox Place, Suite 200	Pensacola, FL 32505	Cantonment, FL 32533
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 32. No Discrimination. The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 33. No Waiver. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 34. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 35. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 36. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 37. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, David H. Griffin Enterprises, LLC 2176 Bumpy Rd Cantonment, FL 32533	**Name, Address, City, State, Zip:** Dorothy Mae Marshall 1506 Blossom Trail Pensacola, FL 32505
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 6/8/2020	**Date of BCC Acceptance:** 7/2/2020

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-15-2020

EXHIBIT A

ESCAMBIA COUNTY CDBG HOUSING REHABILITATION

OWNER:	Dorothy Mae Marshall	**JOB #:**	NED C-R-2020-7
ADDRESS:	1506 Blossom Trail	**DATE PREPARED:**	05/18/2020
	Pensacola, Florida 32505	**OPENING DATE:**	05/22/2020
PHONE:	850-293-5468	**CLOSING DATE:**	06/05/2020
		CLOSING TIME:	Noon

I/(we) certify that I/(we) have carefully examined the Housing Rehabilitation Specifications, Associated Lead Based Paint Specifications (if applicable), General Conditions and Insurance/Bid Requirements, and I/we have also examined the site on which proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional workmanship manner and to complete the work at the price listed.

_____ _____

CONTRACTOR'S SIGNATURE

_____

TITLE

_____

FIRM

_____

FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____

BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS: Plumbing, Electrical, Doors and windows and Framing

All measurements are for reference only and should be confirmed by the bidder

<u>Mandatory on Site</u> Pre-Bid Conference: Friday, May 29, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Complete and submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor, bid price, and itemized pricing. Bid submissions will be accepted online via Vendor Registry or Hand-delivery. Hand-delivery of sealed bids may be accepted by appointment only and must be in a sealed envelope and delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502. NO email or fax submissions will be accepted. All bids must be received by the published deadline.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids $25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings. Items left within the unit, which are to be removed/replaced by the Contractor become the property of the Contractor.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner’s Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor’s Final Affidavit
- Original Invoice from Contractor
- Surety’s Consent to Final Payment, if applicable

LEAD BASED PAINT (LBP)/RRP REQUIREMENTS

Abatement of LBP, at or above the LSHR hazardous level, will be performed by a certified Lead Abatement Contractor, with no rehab work to begin until the Abatement Contractor has achieved clearance.

The subject housing unit was built prior to 1978 and is therefore a “targeted property” under the EPA’s RRP rule, as some painted surfaces may be disturbed. Therefore, “Safe work practices” is required along with submittal by the RRP Contractor of “Renovation Record-Keeping Checklist” form.

COMPLETION DATE

There is a SIXTY (60) day time limit on each rehabilitation job. For every day worked in excess of the SIXTY day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

A Notice to Proceed will be issued once the homeowner has vacated the property and will take into account LBP remediation to be performed by a certified Lead Abatement Contractor if applicable to the property.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.**
Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:
*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

CDBG Rehabilitation Program
Dorothy Mae Marshall
1506 Blossom Trail
Pensacola, FL 32505
PAGE 1

GENERAL:

The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed, therefore the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.
Federal funds (Escambia County CDBG) are being used to renovate this property Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm’s certification must be submitted prior to entering contract with said contractor.

The Homeowner will have the following sample choices, **where applicable:**
1. Countertop color-1 choice

BACK BEDROOM 9’8”x11’4”:
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Install ¾” T&G underlayment.
Install new entry door unit with trim and hardware.

FRONT BEDROOM 12’8”x11’4”:
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Install ¾” T&G underlayment.
Install new entry door unit with trim and hardware.

BATHROOM 5’X8’:
Install vinyl accordion door on existing opening.

LIVING ROOM 16'6"X11'4":

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Install ¾" T&G underlayment.
Remove 2 walls of paneling and re-frame walls as required, insulate exterior wall where paneling removed install new vinyl siding on exterior wall.
Replace window unit to match existing as close as possible.
Install drywall on repaired walls and finish to paint.
Install 2 new entry door units with trim and hardware.
Install 1 accordion door on existing opening.

ENTRY 22'X7':

Install drywall ceiling and finish to paint.
Install drywall and finish to paint on wall at exterior door with door casing and inside corners.
Install ceiling moulding.

KITCHEN 14'X11':

Detach and reset base cabinets.
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Install ¾" T&G underlayment.
Install 1 accordion door on existing opening.
Add one 18" base cabinet at location of old water heater.
Replace 30" cabinet above range.
Install approximately 20 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen. Homeowner is to select color.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install a new double bowl stainless steel sink with minimum 7" deep bowls
Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assembly from fixture to waste.
Install new braided supply lines to kitchen sink.

UPPER DEN 11'X22'4":
Remove 2 walls of paneling, install drywall and finish to paint.
Install new interior door unit with trim and hardware.

LOWER DEN 20'X11':
Replace 2 exterior door units with metal clad hurricane rated insulated 6 panel colonial unit with peep hole, threshold, weather stripping, no rot jamb and new trim.
Install new dead bolt and lock sets that are keyed alike to match existing keys.

HALF BATH 5'8"X6'4":
Detach and reset toilet.
Install new braided supply line to kitchen toilet.
Install new washer box as per Escambia County Code.
Rebuild toilet platform.
Install new entry door unit with trim and hardware.

MECHANICAL:
Install new Broan 40000 series 30" vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.

ELECTRICAL:
Remove existing electrical wiring and metal boxes. Re-wire total house as required to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.
A new meter base/power pack and riser will be required. A new breaker panel will be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke/CO2detectors shall be hardwired with battery back-up as required per Escambia County Code.
All receptacles, switches and cover plates shall be new devices.
All existing and new appliances will have new pigtails installed to match new receptacles.
Unit shall have 2 exterior receptacles, consult homeowner for location.
All rooms will have AC receptacles at existing locations.

Lighting Schedule:
Bedrooms, living room, upper and lower dens, Hampton Bay Glendale ceiling fan model AM212BN or equivalent.
Kitchen, Lithonia Lighting model FMFL30840SATLBZ, FPZ8012A or equivalent.
East entry, Hampton Bay Glendale ceiling fan model AM212BN or equivalent.
Bathrooms, Hampton Bay FZP8012A or equivalent.
Hallway, Hampton Bay model FZP8012A or equivalent.
Exterior entries, Newport Coastal model 7974-01B or equivalent.
All fixtures shall be LED or have led light bulbs installed.
Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where are fans installed.
Install a new doorbell with a new button at north door.
Contractor will not be responsible for the alarm system, but there will be a $200.00 allowance for a service fee for the alarm company.

INTERIOR WALLS:
Repair all surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

EXTERIOR:
Build Stair with handrails on north end of front porch with railings. Stairs are to be built of treated wood.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18112 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Contract Award for CDBG Housing Rehabilitation Services for 305 Hicks Street
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Community Development Block Grant Housing Rehabilitation Services for 305 Hicks Street - Clara Long, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 305 Hicks Street:

A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Sally Bonner, Owner; per the terms and conditions of NED C-R-2020-6, NED CDBG Housing Repair for 305 Hicks Street, for the tabulated bid total of $56,050; and

B. Authorize the issuance of a Purchase Order.

Vendor/Contractor	Amount	Contract Number
Vendor: McDelt, LLC Fund 129/2017 CDBG Housing Rehab, Cost Center 370230, Object Code 58301	$56,050	NED-C-R-2020-6

BACKGROUND:

An Invitation to Bid for project NED C-R-2020-6, NED CDBG Housing Repair for 305 Hicks Street was published in the *Pensacola News Journal* on May 22, 2020, and on Vendor Registry on May 29, 2020 (Exhibit I), and accessed by 85 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on June 5, 2020, at the property, which was attended by seven firms. Sealed bids were received from three firms on June 15, 2020. After tabulating the bids for all submissions, it was discovered that the base total bid on the summary bid sheet from MCDELT LLC, the low bidder, did not correspond with the itemized bid amounts provided as backup. The itemized bid total was still the lowest and most responsive bid received for this project, therefore staff recommends contract award to MCDELT LLC (see Exhibit II for Bid Tab and McDELT bid submission). The Program Agreement is provided as Exhibit III, which will award the Contract for $56,050.

Repairs for this property will include abandonment of old septic system and grease trap; installation of a new septic system; installation of two new windows in bedrooms to meet egress requirements; replacement of two exterior doors with hurricane rated doors; removal and replacement/repair of deteriorated floor joists throughout home; replacement of all water supply and drain lines; installation of new water heater; installation of new plumbing fixtures to include ADA features for homeowner; installation of new vented range hood; complete re-wire to include addition of smoke and carbon monoxide detectors, GFI receptacles, and light fixtures; new cabinetry in bath and kitchen; and repair/replacement of rotten exterior siding and fascia.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Vendor: McDelt, LLC Fund 129/2017 CDBG Housing Rehab, Cost Center 370230, Object Code 58301	$56,050	NED-C-R-2020-6

LEGAL CONSIDERATIONS/SIGN-OFF:

The CDBG Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the CDBG program requirements and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 305 Hicks

Ex II-Bid Tab 305 Hicks-MCDELT bid

Ex III-Agreement 305 Hicks

EXHIBIT I

Expired Solicitation

Details for expired solicitation

Solicitation Details | Notify | Recruit | Add Note | Questions | Submissions | Analytics

Set to 'In Review' Set to 'Awarded' Set to 'Cancelled' Reopen

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED C-R-2020-6

Solicitation Request: NED CDBG HOUSING REPAIR FOR 305 HICKS STREET

Deadline: 6/12/2020 12:00 PM (Central Daylight Time)

Pre-Bid Meeting-Date: 6/5/2020 8:30 AM

Pre-Bid Meeting-Details: A mandatory pre-bid meeting will be held at the project site located at 305 Hicks Street, Cantonment, Florida 32533.

Description:
NED CDBG single family housing rehabilitation project for Sally Bonner located at 305 Hicks Street, Cantonment, Florida 32533

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Painting, Maintenance and Repair Services
- Painting, Maintenance and Repair Services including caulking
- Home Construction, single family
- Remodeling and Alterations

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings, Including Single Family Homes And Apartments

- Painting, Maintenance And Repair Services, Including Caulking
- Remodeling And Alteration Services

Documents:

- CDBG Moderate Rehab Specs- Sally Bonner.pdf
- Pre bid 305 Hicks.pdf

Notified Vendors:

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- 6/16/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 6/16/2020 - iSqFt (content@constructconnect.com)
- 6/16/2020 - iSqFt (kosborn@isqft.com)
- 6/16/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 6/16/2020 - J&E Construction (may@jeconstruct.com)
- 6/16/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 6/16/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 6/16/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 6/16/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 6/16/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 6/16/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 6/16/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 6/16/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 6/16/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 6/16/2020 - MCDELT LLC (nisbez@me.com)
- 6/16/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 6/16/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 6/16/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 6/16/2020 - MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 6/16/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 6/16/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 6/16/2020 - Olvera Company (mike@olveracompany.com)
- 6/16/2020 - Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 6/16/2020 - ParsCo, LLC (amir@pars-co.net)
- 6/16/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 6/16/2020 - Pat's Pump & Blower (patspump@aol.com)
- 6/16/2020 - Preemptive Strike Environmental Inspections (inspector@prestrikenow.com)
- 6/16/2020 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 6/16/2020 - Reasor Building Group (matt.hall@rbg8a.com)
- 6/16/2020 - Reisch Development and Construction Services, LLC (peggy@reischco.com)

COPY TO CONTRACT COPY TO BID EVALUATION

- 6/16/2020 - Renaissance BCI (jack@renaissance-bci.com)
- 6/16/2020 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 6/16/2020 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 6/16/2020 - Rianco Inc (rianco.inc@gmail.com)
- 6/16/2020 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 6/16/2020 - Rowe Roofing (cole@roweroofing.com)
- 6/16/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 6/16/2020 - southeastern coatings & waterproofing Inc (david@southeasterncoatings.com)
- 6/16/2020 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 6/16/2020 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 6/16/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 6/16/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 6/16/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 6/16/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 6/16/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 6/16/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 6/16/2020 - Tompkins Painting, Inc (tompkinspaintingestimator@gmail.com)
- 6/16/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 6/16/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 6/16/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 6/16/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 6/16/2020 - Vercetti Enterprises (dv@vercetti.net)
- 6/16/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 6/16/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Online Bids:

- David H Griffin Enterprises, LLC - Scan0176.pdf

Additions:

Addition 1: In Review

Posted: 6/16/2020

Description:
Contract Award to be considered at 07/02/20 BCC meeting

Documents:

- Bid Tab CDBG 305 Hicks.pdf

Need help? Contact our Government Support Team at 844-247-4220 (toll-free) or email: buyersupport@vendorregistry.com

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PENSACOLA News Journal pnj.com

ESC CO COMMISSIONERS/LEGALS
221 PALAFOX PL

PENSACOLA. FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

PUBLIC NOTICE TO BIDDERS

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

05/22/20

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

Sworn to and Subscribed before me this 22th of May 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

9-19-21

My commission expires

# of Affidavits 1

Publication Cost: $163.62
Ad No: 0004198427
Customer No: PNJ-26745500

This is not an invoice

VICKY FELTY NOTARY PUBLIC STATE OF WISCONSIN

PUBLIC NOTICE TO BIDDERS

Sealed bids will be received until Friday, June 05, 2020 at 12:00 Noon CT, in the Escambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place, Suite 200, Pensacola, Florida, for rehabilitation of the residential dwelling located at 1506 Blossom Trail, Pensacola, Florida 32505 under the Escambia County Community Development Block Grant (CDBG) Program.

A mandatory Pre-Bid Conference will be held 8:30 AM CST, Friday, May 29, 2020 at 1506 Blossom Trail, Pensacola , Florida 32533. Bid Opening will be at 2:15 PM, Monday, June 08, 2020, at the NED Office

Sealed bids will be received until Friday, June 12, 2020 at 12:00 Noon CT, in the Escambia County Neighborhood Enterprise Division (NED) Office at 221 Palafox Place, Suite 200, Pensacola, Florida, for rehabilitation of the residential dwelling located at 305 Hicks Street, Cantonment, Florida 32533 under the Escambia County Community Development Block Grant (CDBG) Program.

A mandatory Pre-Bid Conference will be held 8:30 AM CST, Friday, June 05, 2020 at 305 Hicks Street, Cantonment, Florida 32533. Bid Opening will be at 2:15 PM, Monday, June 15, 2020, at the NED Office.

Specifications may be obtained by reviewing the "Solicitations" link at the Escambia County Purchasing site at https://myescambia.com/our-services/purchasing. For bids to be considered, they must include: all itemized costs, total bid cost, must be in ink, must be signed by the submitting contractor, and must be submitted though Vender Resistry or hand delivered to the NED office by the stated deadline. Any bid that does not meet the above requirements will not be considered. Escambia County reserves the right to reject any or all bids.

General questions may be directed to the NED Office at 850-595-0022 or ned@myescambia.com. Small business and minority contractors who wish to participate in the Escambia County CDBG Program should contact the NED office for additional information.
Legal No.4198427 5/22/2020

BCC 6-1-20

EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 06/15/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED C-R-2020-6
Solicitation Name: NED CDBG Housing Repair for 305 Hicks Street

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	Tabulated Total
Design Homebuilders Inc	$66,530.00	N/A	N/A	$66,530.00
David Griffin H. Enterprises LLC	$69,900.00	N/A	N/A	$69,900.00
MCDELT LLC	$54,050.00	N/A	N/A	$56,050.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

After tabulating the bids for all submissions, it was discovered that the base total bid on the summary sheet from MCDELT LLC did not correspond with the itemized bid amounts provided as backup. The itemized bid total was still the lowest and most responsive bid received for this project. Neighborhood Enterprise Division recommends to the BOCC to award a contract to MCDELT LLC for the tabulated total bid of $56,050.00.

Status: Under Review
BCC Meeting Date: 07/02/20

ESCAMBIA COUNTY CDBG HOUSING REHABILITATION

OWNER:	Sally Bonner	**JOB #:**	NED C-R-2020-6
ADDRESS:	305 Hicks Street	**DATE PREPARED:**	05/18/2020
	Cantonment, Florida 32533	**OPENING DATE:**	05/29/2020
PHONE:	850-287-2883	**CLOSING DATE:**	06/12/2020
		CLOSING TIME:	Noon

I/(we) certify that I/(we) have carefully examined the Housing Rehabilitation Specifications, Associated Lead Based Paint Specifications (if applicable), General Conditions and Insurance/Bid Requirements, and I/we have also examined the site on which proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional workmanship manner and to complete the work at the price listed.

$ 54,050
REHABILITATION COST

[signature]
CONTRACTOR'S SIGNATURE

President
TITLE

MCDELT LLC
FIRM

$ 54,050
TOTAL JOB COST

850 602-0240
FIRM PHONE NUMBER

BID OPENING DATE: 6-15-2020

☑ ACCEPTED ☐ REJECTED

Shannon Erdwins
BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS: Plumbing, Electrical, Doors and windows and Framing

All measurements are for reference only and should be confirmed by the bidder
Mandatory on Site Pre-Bid Conference: Friday, June 05, 2020 at 8:30 a.m.

CDBG Rehabilitation Program
Sally Bonner
305 Hicks Street
Cantonment, FL 32533
PAGE 1

GENERAL:

The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed, therefore the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Recordkeeping Checklist" form.
Federal funds (Escambia County CDBG) are being used to renovate this property Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm's certification must be submitted prior to entering contract with said contractor.

The Homeowner will have the following sample choices, **where applicable:**

1. Countertop color-1 choice
2. Cabinet style and color

KITCHEN 9'8"X7'6":

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Kitchen total $ 900

LIVING ROOM 19'6"X11'6":

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Living room total $ 900

HALL 3'X3':

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Hall total $ 950

BATH 8'X7'6"
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Remove existing tile board on walls, frame new wall for walk-in shower.
Install new tile board with associated trim.
Install 4 or 5 shelves in space created with new shower wall.
Install new towel bar, toilet paper holder and a 2'x3' mirror.
Install three 1-1/4" diameter grab bars in tub and toilet area as per ADA recommendations.
Install new entry door unit with trim and hardware.
Bath total $ 3000

BACK BEDROOM 11'4"x7'6":
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Install new entry door unit with trim and hardware.
Back bedroom total $ 1500

CLOSET 3'8"X2'8":
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Drywall walls and ceiling and finish to paint.
Install closet rod and shelf.
Install new entry door unit with trim and hardware.
Closet total $ 1200

FRONT BEDROOM 11'6"x8'4":
Remove paneling, replace drywall and insulation 4' up.
Install drywall ceiling.
Finish walls and ceiling to paint.
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Install new entry door unit with trim and hardware.
Front bedroom total $ 1700

CLOSET 4'X2'8":
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Install closet rod and shelf.
Install new entry door unit with trim and hardware.
Closet total $ 600

PLUMBING:
Replace fresh water supply lines going to fixtures and appliances as required to replace all galvanized piping, also to include two ¼ turn sill cocks on exterior of home as required as per Escambia County Code.
Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe.
Install new ice maker line and box as per Escambia County Code.
Replace drain lines to all fixtures and connect to septic system as per Escambia County Code.
Install walk in shower in hall bath with surround model Aquatic AX160304PST-WH or equivalent.
Install a new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new toilet seat.
Install a new Delta vanity sink faucet with pop up drain model 520-SSMPU-DST or equivalent.
Install a new Delta shower faucet and valve model T13220-SS or equivalent.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install a new double bowl stainless steel sink with minimum 7" deep bowls.
Replace existing gas water heater with a on demand gas water heater sized for house as per Escambia County Code that meets Florida Energy Efficiency Rating.

Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilet, vanity and kitchen sink.
Plumbing total $ 10,500

MECHANICAL:
Install new Broan 40000 series 30" vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.
Mechanical total $ 2000

ELECTRICAL:
Remove existing electrical wiring and metal boxes. Re-wire total house as required to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.
A new meter base/power pack and riser will be required. A new breaker panel will be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke/CO2detectors shall be hardwired with battery back-up as required per Escambia County Code.
All receptacles, switches and cover plates shall be new devices.
All existing and new appliances will have new pigtails installed to match new receptacles.
Unit shall have 2 exterior receptacles, consult homeowner for location.
All rooms will have AC receptacles at existing locations.
Lighting Schedule:
Bedrooms and living room Hampton Bay Glendale ceiling fan model AM212BN or equivalent.
Kitchen, Lithonia Lighting model FMFL30840SATLBZ, FPZ8012A or equivalent.
Bathroom, Hampton Bay FZP8012A or equivalent.
Hallway, Hampton Bay model FZP8012A or equivalent.
Exterior entries, Newport Coastal model 7974-01B or equivalent.
All fixtures shall be LED or have led light bulbs installed.
Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where are fans installed.
Install a new doorbell with a new button at front door.
Electrical total $ 8200

CABINETRY:
Remove upper and lower cabinets in kitchen and dispose.
Install approximately 16 linear feet of upper and lower cabinets with at least 1 drawer stack.
Install approximately 11 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.
Replace 24" vanity and top in hall bath with integrated sink.
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.
Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.
Cabinetry total $ 5,500

INTERIOR WALLS:
Repair all surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.
Interior wall repairs total $ 2,000

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.
Interior ceiling repair total $ 1,700

EXTERIOR:
Detach and reinstall under pinning on perimeter of house as required.
Front elevation
Repair/replace fascia approximately 24 lineal feet.
Replace siding approximately 48 square feet.
Paint repaired areas to match existing surrounding area as close as possible.
Right elevation
Repair/replace rake approximately 32 lineal feet.
Replace siding approximately 40 square feet.
Paint repaired areas to match existing surrounding area as close as possible.
Rear elevation
Repair/replace fascia approximately 34 lineal feet.
Replace siding approximately 106 square feet.
Paint repaired areas to match existing surrounding area as close as possible.

Left elevation

Repair/replace rake approximately 32 lineal feet.

Replace siding approximately 120 square feet.

Paint repaired areas to match existing surrounding area as close as possible.

Exterior total $ 6,000

EXTERIOR DOORS:

Replace 2 entry door units with hurricane rated metal clad insulated 6 panel colonial door units with thresholds, weather stripping and trim.

Install new dead bolts and lock sets that are keyed alike on new exterior door units.

Front door is to have a peep hole.

Exterior door total $ 1,000

EGRESS:

One window in each of the two sleeping rooms will need to meet egress.

Egress total $ 1,500

EXISTING SEPTIC TANK ABANDONMENT AND NEW SEPTIC TANK INSTALLATION:

PLEASE SEE ATTACHED PERMIT/SPECIFICATIONS AS OUTLINED BY THE DEPARTMENT OF HEALTH.

Decommission the existing septic tank and grease trap per the State of Florida Environmental Health Department regulation/requirements (pump tank, punch holes in bottom and back-fill old tank).

Install new septic system as per attached Environmental Health Permit and Specifications.

See attached permit.

Tie all house drains to new septic system.

Following the installation of the new septic tank and drain field and the decommissioning of the existing septic tank and grease trap, grade area and leave in a uniform/smooth condition, then provide grass seed and hay for stabilization. Any damage to yard (created by trucks and other equipment used to accomplish work herein), are to be filled to grade with topsoil and seed and hay installed.

Contractor will return one time after substantial completion of work during the warranty period if areas settle to re-grade and seed.

Septic tank total $ 6,500

TOTAL JOB COST $ 54,050

(TO FRONT COVER)

STAFF NOTE: Tabulated bid total is $56,050, not $54,050 as entered by Contractor

CDBG HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between __Sally Bonner____ (hereinafter referred to as "Owner"), and _MCDELT, LLC__ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division, hereinafter referred to as "NED", has established the **CDBG Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a Program loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

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

Section 2. **Scope of Work.** The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at _305 Hicks Street, Cantonment, FL 32533_ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. **Contract Amount.** In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of **$ 56,050.00** (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. **Method of Payment.** If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two

payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

Section 5. **Bonds.** If the Contract Amount exceeds $25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **sixty (60) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or

progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the

right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 <u>Termination for Owner's Default</u>. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following

receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc. shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of CDBG funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida Statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation,

other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the Project. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. Upon completion of the Project, the Owner shall be responsible for reinstallation of rugs, draperies, wall coverings, and furniture unless otherwise specified in the Scope of Work.

If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project and agrees not to enter the work site during any lead based paint hazard abatement work on the premises.

Section 23. Lead Based Paint (LBP)/Renovation, Repair, and Painting Rule (RRP).

The subject property ☒ was/☐ was not constructed prior to 1978.

If the subject property was constructed prior to 1978, then the following provisions shall apply:

The County/NED and/or Owner shall provide Contractor with a copy of the Lead Based Paint (LBP) Survey. Any LBP found in excess of HUD's guidelines as provided in the Lead Safe Housing Rule has or will be remediated in accordance with the Work Plan provided by the Risk Assessor assigned to the Project. The Risk Assessor shall perform a clearance inspection prior to final completion and acceptance of the work. The clearance inspection will be limited to a visual inspection and dust wipe samples at the affected locations. If clearance is not achieved

upon the first inspection, Contractor shall promptly perform such additional work as required to achieve clearance and all additional clearance inspections will be at the Contractor's expense. The Project shall not be deemed complete in accordance with **Section 11** until the Risk Assessment Firm furnishes NED with certification that the lead-based paint hazard, evaluated at the time of initial risk assessment, has been abated.

Contractor is an EPA Certified Renovation Firm and has provided a copy of said certification to Owner and the County/NED. All work performed pursuant to this Agreement shall be in accordance with the EPA/RRP Rule, including providing a copy of "Renovation Recordkeeping Checklist" at close of job to Owner and NED, if applicable.

Section 24. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399-2215
(850) 487-1395

Section 25. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 26. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947

Section 27. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 28. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 29. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements

related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 30. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 31. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Sally Bonner	MCDELT LLC
Neighborhood Enterprise Division	305 Hicks Street	4675 Balmoral Dr.
221 Palafox Place, Suite 200	Cantonment, FL 32533	Pensacola, FL 32504
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 32. No Discrimination. The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 33. No Waiver. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 34. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 35. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 36. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 37. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	**Signature of Owner:**
Firm Name, Address, City, State, Zip:, MCDELT, LLC 4675 Balmoral Dr Pensacola, FL 32533	**Name, Address, City, State, Zip:** Sally Bonner 305 Hicks Street Cantonment, FL 32533
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 6/15/2020	**Date of BCC Acceptance:** 7/2/2020

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-17-2020

EXHIBIT A

ESCAMBIA COUNTY CDBG HOUSING REHABILITATION

OWNER:	Sally Bonner	**JOB #:**	NED C-R-2020-6
ADDRESS:	305 Hicks Street	**DATE PREPARED:**	05/18/2020
	Cantonment, Florida 32533	**OPENING DATE:**	05/29/2020
PHONE:	850-287-2883	**CLOSING DATE:**	06/12/2020
		CLOSING TIME:	Noon

I/(we) certify that I/(we) have carefully examined the Housing Rehabilitation Specifications, Associated Lead Based Paint Specifications (if applicable), General Conditions and Insurance/Bid Requirements, and I/we have also examined the site on which proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional workmanship manner and to complete the work at the price listed.

_____ _____
CONTRACTOR'S SIGNATURE

_____

_____ _____
FIRM

_____ _____
FIRM PHONE NUMBER

BID OPENING DATE: _____

☐ ACCEPTED ☐ REJECTED

_____
BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS: Plumbing, Electrical, Doors and windows and Framing

All measurements are for reference only and should be confirmed by the bidder
<u>Mandatory on Site</u> Pre-Bid Conference: Friday, June 05, 2020 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Complete and submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor, bid price, and itemized pricing. Bid submissions will be accepted online via Vendor Registry or Hand-delivery. Hand-delivery of sealed bids may be accepted by appointment only and must be in a sealed envelope and delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502. NO email or fax submissions will be accepted. All bids must be received by the published deadline.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids $25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under “miscellaneous.” Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER’S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor’s use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner’s trash and/or discarded belongings or furnishings. Items left within the unit, which are to be removed/replaced by the Contractor become the property of the Contractor.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids $15,000.00 and under. For bids over $15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner’s Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor’s Final Affidavit
- Original Invoice from Contractor
- Surety’s Consent to Final Payment, if applicable

LEAD BASED PAINT (LBP)/RRP REQUIREMENTS

Abatement of LBP, at or above the LSHR hazardous level, will be performed by a certified Lead Abatement Contractor, with no rehab work to begin until the Abatement Contractor has achieved clearance.

The subject housing unit was built prior to 1978 and is therefore a “targeted property” under the EPA’s RRP rule, as some painted surfaces may be disturbed. Therefore, “Safe work practices” is required along with submittal by the RRP Contractor of “Renovation Record-Keeping Checklist” form.

COMPLETION DATE

There is a SIXTY (60) day time limit on each rehabilitation job. For every day worked in excess of the SIXTY day contract period, a FIFTY DOLLAR ($50.00) per day penalty will be assessed.

A Notice to Proceed will be issued once the homeowner has vacated the property and will take into account LBP remediation to be performed by a certified Lead Abatement Contractor if applicable to the property.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION
HOUSING REPAIR PROGRAMS
CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

*Current W9 (less than one year old).
*County Vendor Information sheet (less than one year old).
*Worker's Compensation as required by State Law **OR** exemption form.
*Commercial General Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
*Automobile Liability ($1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at $25,000 or higher, 100% Performance and Payment Bonds will be required.**
Performance and Payment Bond format will be provided.
Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[*http://www.myescambia.com/business/purchasing-policies-and-procedures]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:
*Contractor may not be federally debarred from participating in programs as per www.sam.gov
*State registered or State Certified Contractor License
*Escambia County Competency Board License
*Escambia County Business/Occupational License
*EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

CDBG Rehabilitation Program
Sally Bonner
305 Hicks Street
Cantonment, FL 32533
PAGE 1

GENERAL:

The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed, therefore the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.
Federal funds (Escambia County CDBG) are being used to renovate this property Contracts will only be awarded to an EPA Certified Renovation firm with a Certified Renovator since the property was constructed prior to 1978. A copy of the firm’s certification must be submitted prior to entering contract with said contractor.

The Homeowner will have the following sample choices, **where applicable:**

1. Countertop color-1 choice
2. Cabinet style and color

KITCHEN 9’8”X7’6”:

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾” T&G underlayment.
Install 3-1/4” wood base.

LIVING ROOM 19’6”X11’6”:

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾” T&G underlayment.
Install 3-1/4” wood base.

HALL 3’X3’:

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾” T&G underlayment.
Install 3-1/4” wood base.

BATH 8'X7'6"
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Remove existing tile board on walls, frame new wall for walk-in shower.
Install new tile board with associated trim.
Install 4 or 5 shelves in space created with new shower wall.
Install new towel bar, toilet paper holder and a 2'x3' mirror.
Install three 1-1/4" diameter grab bars in tub and toilet area as per ADA recommendations.
Install new entry door unit with trim and hardware.

BACK BEDROOM 11'4"x7'6":
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Install new entry door unit with trim and hardware.

CLOSET 3'8"X2'8":
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Drywall walls and ceiling and finish to paint.
Install closet rod and shelf.
Install new entry door unit with trim and hardware.

FRONT BEDROOM 11'6"x8'4":

Remove paneling, replace drywall and insulation 4' up.
Install drywall ceiling.
Finish walls and ceiling to paint.
Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Install new entry door unit with trim and hardware.

CLOSET 4'X2'8":

Remove existing floor covering and underlayment, replace or sister floor joist as per Escambia County Code.
Level floor framing.
Install ¾" T&G underlayment.
Install 3-1/4" wood base.
Install closet rod and shelf.
Install new entry door unit with trim and hardware.

PLUMBING:

Replace fresh water supply lines going to fixtures and appliances as required to replace all galvanized piping, also to include two ¼ turn sill cocks on exterior of home as required as per Escambia County Code.
Main supply line from meter to house is to be replaced if required with 160 psi PVC pipe.
Install new ice maker line and box as per Escambia County Code.
Replace drain lines to all fixtures and connect to septic system as per Escambia County Code.
Install walk in shower in hall bath with surround model Aquatic AX160304PST-WH or equivalent.
Install a new comfort height American Standard 1.28-GPF toilet model Champion 4 in white or Delta 1.28-GPF toilet model Riosa in white or equivalent with a new toilet seat.
Install a new Delta vanity sink faucet with pop up drain model 520-SSMPU-DST or equivalent.
Install a new Delta shower faucet and valve model T13220-SS or equivalent.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install a new double bowl stainless steel sink with minimum 7" deep bowls.
Replace existing gas water heater with a on demand gas water heater sized for house as per Escambia County Code that meets Florida Energy Efficiency Rating.

Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilet, vanity and kitchen sink.

MECHANICAL:
Install new Broan 40000 series 30” vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.

ELECTRICAL:
Remove existing electrical wiring and metal boxes. Re-wire total house as required to conform to the national electrical code as per Escambia County Electrical Inspection Department. This may require additional switches and outlets to be added if existing space does not meet code requirements.
A new meter base/power pack and riser will be required. A new breaker panel will be required.
Install disconnects at equipment and appliances where required by Escambia County Code.
All smoke/CO2detectors shall be hardwired with battery back-up as required per Escambia County Code.
All receptacles, switches and cover plates shall be new devices.
All existing and new appliances will have new pigtails installed to match new receptacles.
Unit shall have 2 exterior receptacles, consult homeowner for location.
All rooms will have AC receptacles at existing locations.
Lighting Schedule:
Bedrooms and living room Hampton Bay Glendale ceiling fan model AM212BN or equivalent.
Kitchen, Lithonia Lighting model FMFL30840SATLBZ, FPZ8012A or equivalent.
Bathroom, Hampton Bay FZP8012A or equivalent.
Hallway, Hampton Bay model FZP8012A or equivalent.
Exterior entries, Newport Coastal model 7974-01B or equivalent.
All fixtures shall be LED or have led light bulbs installed.
Blocking for ceiling fans will be required and a separate switch is required to operate the fan and light kit at all locations where are fans installed.
Install a new doorbell with a new button at front door.

CABINETRY:
Remove upper and lower cabinets in kitchen and dispose.
Install approximately 16 linear feet of upper and lower cabinets with at least 1 drawer stack.
Install approximately 11 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.
Replace 24” vanity and top in hall bath with integrated sink.
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½” plywood top, bottom and sides.
Back is to be of 3/16” plywood with ½” hanger rails. Toe kick is ½” plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

INTERIOR WALLS:
Repair all surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

INTERIOR CEILINGS:
Repair all ceiling surfaces that are damaged due to code up-grades and existing surfaces that are damaged or incomplete. Repaired areas are to match as close as possible to existing surrounding area.

EXTERIOR:
Detach and reinstall under pinning on perimeter of house as required.
Front elevation
Repair/replace fascia approximately 24 lineal feet.
Replace siding approximately 48 square feet.
Paint repaired areas to match existing surrounding area as close as possible.
Right elevation
Repair/replace rake approximately 32 lineal feet.
Replace siding approximately 40 square feet.
Paint repaired areas to match existing surrounding area as close as possible.
Rear elevation
Repair/replace fascia approximately 34 lineal feet.
Replace siding approximately 106 square feet.
Paint repaired areas to match existing surrounding area as close as possible.

Left elevation

Repair/replace rake approximately 32 lineal feet.

Replace siding approximately 120 square feet.

Paint repaired areas to match existing surrounding area as close as possible.

EXTERIOR DOORS:

Replace 2 entry door units with hurricane rated metal clad insulated 6 panel colonial door units with thresholds, weather stripping and trim.
Install new dead bolts and lock sets that are keyed alike on new exterior door units.
Front door is to have a peep hole.

EGRESS:

One window in each of the two sleeping rooms will need to meet egress.

EXISTING SEPTIC TANK ABANDONMENT AND NEW SEPTIC TANK INSTALLATION:

PLEASE SEE ATTACHED PERMIT/SPECIFICATIONS AS OUTLINED BY THE DEPARTMENT OF HEALTH.

Decommission the existing septic tank and grease trap per the State of Florida Environmental Health Department regulation/requirements (pump tank, punch holes in bottom and back-fill old tank).
Install new septic system as per attached Environmental Health Permit and Specifications.
See attached permit.
Tie all house drains to new septic system.
Following the installation of the new septic tank and drain field and the decommissioning of the existing septic tank and grease trap, grade area and leave in a uniform/smooth condition, then provide grass seed and hay for stabilization. Any damage to yard (created by trucks and other equipment used to accomplish work herein), are to be filled to grade with topsoil and seed and hay installed.
Contractor will return one time after substantial completion of work during the warranty period if areas settle to re-grade and seed.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM

PERMIT #: 17-S2-2028917
APPLICATION #: AP1461038
DATE PAID: 1.9.20
FEE PAID: 350.00
RECEIPT #: 17-PD-426351
DOCUMENT #: PR1302047

CONSTRUCTION PERMIT FOR: OSTDS Repair

APPLICANT: Sally Bonner

PROPERTY ADDRESS: 305 Hicks St Cantonment, FL 32533

LOT: 001 BLOCK: 001 SUBDIVISION: Hixon Court

PROPERTY ID #: 17-1N-31-1102-001-001 [SECTION, TOWNSHIP, RANGE, PARCEL NUMBER] [OR TAX ID NUMBER]

SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH SPECIFICATIONS AND STANDARDS OF SECTION 381.0065, F.S., AND CHAPTER 64E-6, F.A.C. DEPARTMENT APPROVAL OF SYSTEM DOES NOT GUARANTEE SATISFACTORY PERFORMANCE FOR ANY SPECIFIC PERIOD OF TIME. ANY CHANGE IN MATERIAL FACTS, WHICH SERVED AS A BASIS FOR ISSUANCE OF THIS PERMIT, REQUIRE THE APPLICANT TO MODIFY THE PERMIT APPLICATION. SUCH MODIFICATIONS MAY RESULT IN THIS PERMIT BEING MADE NULL AND VOID. ISSUANCE OF THIS PERMIT DOES NOT EXEMPT THE APPLICANT FROM COMPLIANCE WITH OTHER FEDERAL, STATE, OR LOCAL PERMITTING REQUIRED FOR DEVELOPMENT OF THIS PROPERTY.

SYSTEM DESIGN AND SPECIFICATIONS

T [900] GALLONS / GPD Septic CAPACITY
A [ ] GALLONS / GPD _____ CAPACITY
N [ ] GALLONS GREASE INTERCEPTOR CAPACITY [MAXIMUM CAPACITY SINGLE TANK:1250 GALLONS]
K [150] GALLONS DOSING TANK CAPACITY [100.00]GALLONS @[2]DOSES PER 24 HRS #Pumps [1]

D [330] SQUARE FEET _____ SYSTEM
R [ ] SQUARE FEET _____ SYSTEM
A TYPE SYSTEM: [ ] STANDARD [ ] FILLED [x] MOUND [ ] _____
I CONFIGURATION: [x] TRENCH [ ] BED [ ] _____
N
F LOCATION OF BENCHMARK: Orange painted nail in power pole in the front yard.
I ELEVATION OF PROPOSED SYSTEM SITE [24.00] [INCHES / FT] [ABOVE / BELOW] BENCHMARK/REFERENCE POINT
E BOTTOM OF DRAINFIELD TO BE [20.00] [INCHES / FT] [ABOVE / BELOW] BENCHMARK/REFERENCE POINT
L
D FILL REQUIRED: [22.00] INCHES EXCAVATION REQUIRED: [ ] INCHES

O T H E R: Approved for the above described replacement system; abandonment of the existing uncertified system as per code. Install a new certified 900-gallon septic tank along with a 150 gallon dosing tank and audio/visual alarm system, and the installation of a minimum of 330 sq. ft. of new drain field.

Properly dispose of any spoil material. Sleeve or utilize schedule 40 pipe for potable water lines within 10 feet of the drain field. Potable water lines may not be within 2 feet of the drain field. A re-inspection will be charged for additional inspections. If benchmark is removed a $50 re-inspection fee will charged to reset the benchmark. (Comments

SPECIFICATIONS BY: Donald H. Moore TITLE: Environmental Specialist II

APPROVED BY: Joseph F. Wardin TITLE: ESII Escambia CHD

DATE ISSUED: 02/06/2020 EXPIRATION DATE: 05/06/2020

DH 4016, 08/09 (Obsoletes all previous editions which may not be used)
Incorporated: 64E-6.003, FAC

Above must be completed prior to Final Inspection & Approval. Maintain all setbacks in accordance with FAC 64-6.

If gravity feed can be achieved no dosing pump will not be required.

The two sheds in the back yard will have to be removed, along with some bushes, to make room for the new system.

The system is sized for 2 bedrooms with a maximum occupancy of 4 persons (2 per bedroom), for a total estimated flow of 200 gpd.

Install a new drainfield to achieve Drainfield size requirement. Performing Lift Dosing.

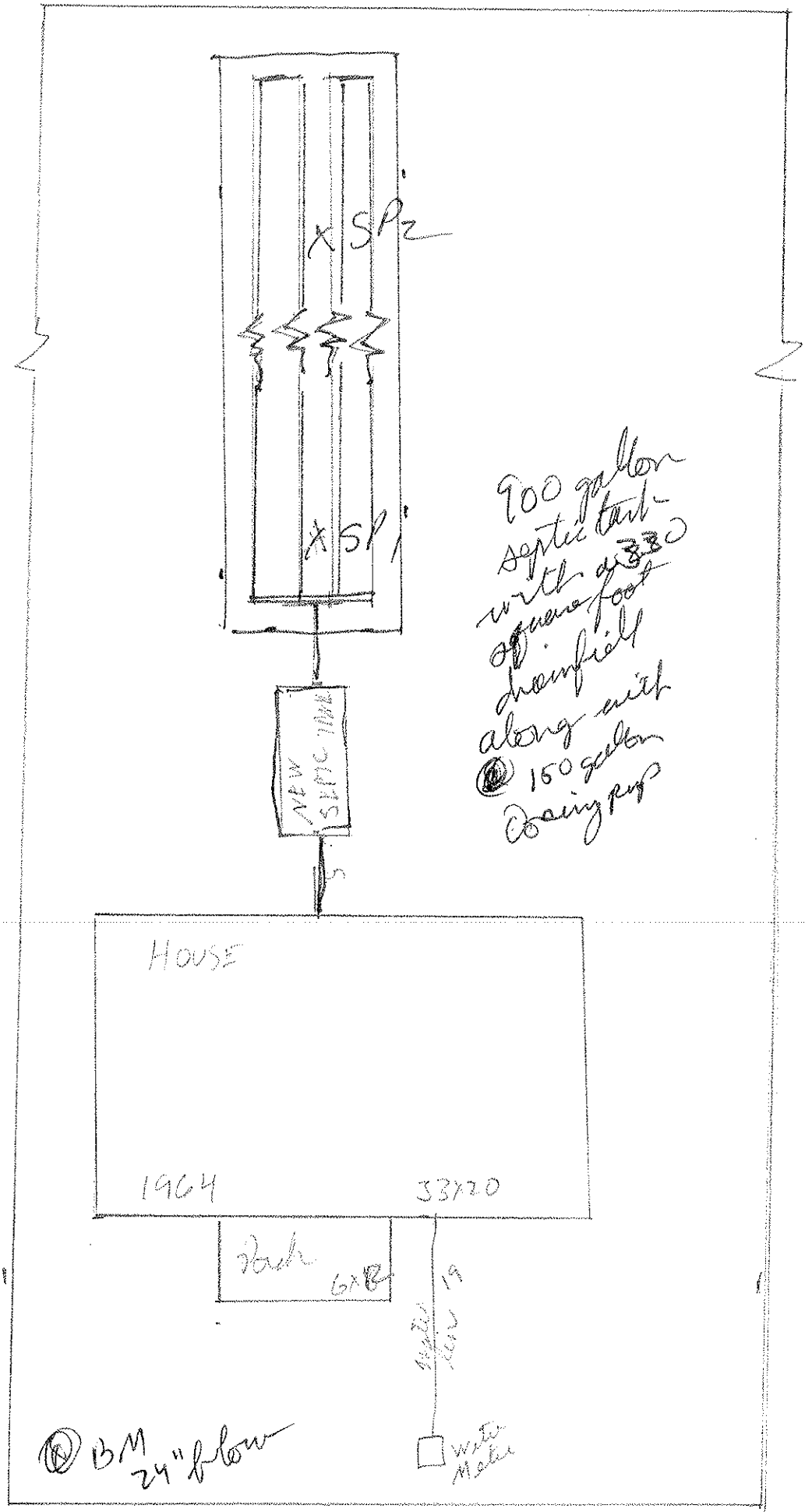
Pumps must be certified as suitable for distributing sewage effluent.

Install a new drainfield to achieve Drainfield size requirement. Performing Lift Dosing.

Pumps must be certified as suitable for distributing sewage effluent.

Required drainfield area based on rule 64E-6.015(6)(c)2.

Install a new drainfield to achieve Drainfield size requirement.



900 gallon septic tank with 330 square foot drainfield along with @ 150 gallon dosing pump

Don Moore 2-6-20

1" = 10'

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)
_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses
(Business Address)
_____
(Printed Name)
_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18126 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following July 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and Felecia D. Kiwak owner of residential property located at 801 Bartow Avenue, Warrington Redevelopment District, each in the amount of $1,875, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, sanitary sewer connection;

2. The Agreements between Escambia County CRA and Marjory Tandy owner of residential property located at 308 Ruberia Avenue, Barrancas Redevelopment District, each in the amount of $2,050, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection;

3. The Agreements between Escambia County CRA and Travelstar Properties, LLC, owner of residential property located at 105 Marine Drive, Barrancas Redevelopment District, each in the amount of $2,225, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, sanitary sewer connection; and

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

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for residential properties within the designated CRA areas. A rendering of each project is provided.

On July 2, 2020, at 9:00 a.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows: 1. Felecia D. Kiwak, Warrington TIF, Cost Center 370114, in the amount of $1,875;
2. Marjory Tandy, Barrancas TIF, Cost Center 370116, in the amount of $2,050; and
3. Travelstar Properties, LLC, Barrancas TIF, Cost Center 370116, in the amount of $2,225.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Kiwak, Felicia D.
Tandy, Marjory

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **2nd** day of **July 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Felecia D. Kiwak,** (the "Recipient"), owner of residential property located at **801 Bartow Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$1,875**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$1,875**, which shall be comprised of a cash contribution of **$1,875**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **2nd** day of **July 2020**, and the Project shall be complete on or before the **2nd** day of **October 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Felecia D. Kiwak
801 Bartow Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Felecia D. Kiwak, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of June, 2020 by Felecia D. Kiwak, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

_____
Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/29/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Felecia D. Kiwak**
Property Address: **801 Bartow Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Felecia D. Kiwak **A Single Woman**	**801 Bartow Avenue** **Pensacola, FL 32507**	**35-2S-31-1000-013-106**

Total Amount of Lien **$1,875**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Felecia D. Kiwak

Felecia D. Kiwak, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of June, 2020 by Felecia D. Kiwak, Property Owner. She (__) is personally known to me or (✓) has produced Ft Divers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

MAXWELL ROGERS
Notary Public – State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

(Notary Seal)

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 5/29/20

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (photo taken 6/1/2020)



Sanitary sewer connection

801 Bartow Avenue – Felecia D. Kiwak

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **2nd** day of **July 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Marjory Tandy** (the "Recipient"), owner of residential property located at **308 Ruberia Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,050**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,050** which shall be comprised of a cash contribution of **$2,050**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **2nd** day of **July 2020**, and the Project shall be complete on or before the **2nd** day of **October 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Marjory Tandy
308 Ruberia Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

Marjory Tandy

Marjory Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 14th day of May, 2020 by Marjory Tandy, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.
By/Title:
Date: 5/13/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Marjory Tandy**
Property Address: **308 Ruberia Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Marjory Tandy	**308 Ruberia Avenue**	**59-2S-30-1000-014-009**
A married woman	**Pensacola, FL 32507**	

Total Amount of Lien **$2,050**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Marjory Tandy

Marjory Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 14th day of May, 2020 by Marjory Tandy, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: K Hualsaca
Date: 5/13/20

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 5/7/2020)





Sanitary Sewer Connection

308 Ruberia Avenues – Marjory Tandy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **2nd** day of **July 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Travelstar Properties, LLC,** (the "Recipient"), owner of residential property located at **105 Marine Drive,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$2,225**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,225**, which shall be comprised of a cash contribution of **$2,225**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **2nd** day of **July 2020**, and the Project shall be complete on or before the **2nd** day of **October 2020**, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

6. Applicable Laws: The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

7. Indemnification: The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.

8. Termination: The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.

9. Notice of Termination: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.

10. Subsequent to Termination: The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.

11. Property Owner(s) as Independent Contractor: The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.

12. Inspector: The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.

13. Payment Process: At Project completion, the CRA will reimburse the Recipient for pre-approved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents

for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

15. Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.

16. Amendments: Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.

17. Notice: Any notices to the County shall be mailed to:

County:
Sherry Duffey
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
Travelstar Properties, LLC
105 Marine Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient: Travelstar Properties, LLC

Marjory E. Tandy
Marjory E. Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (_) online notarization, this 14th day of May, 2020 by Marjory E. Tandy, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.
By/Title:
Date: 5/13/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Travelstar Properties, LLC**
Property Address: **105 Marine Drive, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Sanitary Sewer Connection.

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Travelstar Properties, LLC A Florida Limited Liability Company	**105 Marine Drive Pensacola, FL 32507**	**50-2S-30-5010-005-020**

Total Amount of Lien **$2,225**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: Travelstar Properties, LLC

Marjory E. Tandy

Marjory E. Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (_) online notarization, this 14th day of May, 2020 by Marjory E. Tandy, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.

Sherry Duffey

Signature of Notary Public

Sherry Duffey

Printed Name of Notary Public

(Notary Seal)

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Steven Barry, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title:

Date: 5/13/20

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 5/7/2020)





Sanitary Sewer Connection

105 Marine Drive – Travelstar Properties, LLC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18127 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Cancellation of Residential Rehab Grant Program Liens
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Neighborhood & Human Services Department Director

That the Board ratify the following July 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

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

Property Owners	Address	Amount
Noeline M. Emmons	303 Gilliland Road	$5,557
Michael J. Bosso	116 South Second Street	$4,709
Mary M. Dodd	1 Park Drive	$6,000
Sharon Walker Edwards	201 Bryant Road	$5,022
It's A Home, LLC	510 South First Street	$6,000
Ladybug Ventures, LLC	4 Greve Road	$5,705
Lynnmarie Prock, Trust	8 Elegans Avenue	$4,043
Lynnmarie Prock, Trust	9 Rosea Drive	$4,335

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

Lien CX_Emmons_July2020
Lien CX_Bosso_July2020
Lien CX_Dodd
Lien CX_Edwards_July2020
Lien CX_It's A Home, LLC_July2020
Lien CX_Ladybug Ventures, LLC_July2020
Lien CX_Prock, Trust_July2020
Lien CX_Prock, Trust_July2020

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,557** executed by **Noeline M. Emmons**, and recorded in Official Record Book **8113** at page **176** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

3/7/2019 CAR II-4 A(4)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019052371 6/14/2019 4:05 PM
OFF REC BK: 8113 PG: 176 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Noeline M. Emmons	**303 Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-478-022**

Total Amount of Lien **$5,557**

Verified By: [signature] Date: 3/11/2019

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Noeline Emmons

Noeline M. Emmons, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2019 by Noeline M. Emmons, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 3/7/2019

BCC Approved: 03-07-2019

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 2/6/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Noeline M. Emmons

303 Gilliland Road

Replacement Windows

Project Total $11,115

Grant Total $5,557



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,709** executed by **Michael J. Bosso**, and recorded in Official Record Book **8113** at page **174** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 ARII-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019052370 6/14/2019 4:05 PM
OFF REC BK: 8113 PG: 174 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Michael J. Bosso	**116 South Second Street Pensacola, FL 32507**	**51-2S-30-7061-015-025**

Date: 2/13/19 Verified By:

Total Amount of Lien **$4,709**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Michael J. Bosso, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of January, 2019 by Michael J. Bosso, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title: _____
Date: 12/3/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Michael J. Bosso

116 South Second Street

Replacement Roof

Project Total $9,419

Grant Total $4,709



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **Mary M. Dodd**, and recorded in Official Record Book **8105** at page **1749**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/17/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

3/7/2019 CAR II-4 #(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019048434 6/4/2019 10:11 AM
OFF REC BK: 8105 PG: 1749 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Date: 3/11/2019 Verified By: D. Carew

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Mary M. Dodd	**1 Park Drive** **Pensacola, FL 32507**	**50-2S-30-5060-051-001**

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Mary M. Dodd

Mary M. Dodd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16th day of January, 2019 by Mary M. Dodd, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 3/7/2019

BCC Approved: 03-07-2019

Approved as to form and legal sufficiency.

By/Title:

Date: 1/14/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Mary M. Dodd

1 Park Drive

Replacement roof and central heating and air conversion

Project Total $12,272

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,022** executed by **Sharon Walker Edwards** and recorded in Official Record Book **8105** at page **1753**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/17/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

5/2/2019 CAC II-13

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019048436 6/4/2019 10:11 AM
OFF REC BK: 8105 PG: 1753 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Sharon Walker Edwards	**201 Bryant Road** **Pensacola, FL 32507**	**50-2S-30-6090-259-013**

Total Amount of Lien **$5,022**

Date: 5/7/2019 Verified By: [signature]

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Sharon Walker Edwards, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of April, 2019 by Sharon Walker Edwards, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal:
MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

By: Deputy Clerk

Date Executed: 5/2/2019

BCC Approved: 5/2/2019

Approved as to form and legal sufficiency.

By/Title:
Date: 4/3/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Sharon Walker Edwards

201 Bryant Road

Replacement Roof

Project Total $10,045

Grant Total $5,022



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$6,000** executed by **IT'S A HOME, LLC**, and recorded in Official Record Book **8105** at page **1751**, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/17/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

4/4/2019 CA#II-3

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019048435 6/4/2019 10:11 AM
OFF REC BK: 8105 PG: 1751 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
IT'S A HOME, LLC	**510 South First Street Pensacola, FL 32507**	**51-2S-30-7062-340-037**

Verified By: Date: 4/9/19

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient: IT'S A HOME, LLC

Martin J. Donovan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of February, 2019 by Martin J. Donovan, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

(Notary Seal)

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court

SEAL

By: _____
Deputy Clerk

Date Executed: 4/4/2019

BCC Approved: 4/4/2019

Approved as to form and legal sufficiency

By/Title: _____

Date: 2/22/19

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

IT'S A HOME, LLC

510 South First Street

Total electrical rewiring upgrade and central heating and air conversion

Project Total $14,840

Grant Total $6,000



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,705** executed by **Ladybug Ventures, LLC**, and recorded in Official Record Book **8105** at page **1747** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 4/17/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 CAR II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019048433 6/4/2019 10:11 AM
OFF REC BK: 8105 PG: 1747 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Ladybug Ventures, LLC	**4 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-303-015**

Verified By: Date: 2/13/19

Total Amount of Lien **$5,705**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

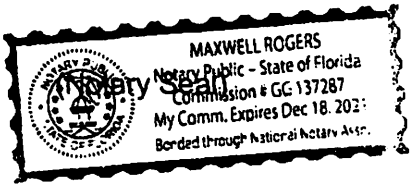
For Recipient: Ladybug Ventures, LLC

Carol Irene Sekhon

Carol Irene Sekhon, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of November, 2018 by Carol Irene Sekhon, Property Owner. She (✓) is personally known to me or (___) has produced _____ as identification.



Signature of Notary Public

Maxwell Rogers

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairman

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

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency:

By/Title: _____

Date: 11/27/18

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502



Warrington District

Ladybug Ventures, LLC

4 Greve Road

Replacement windows

Project Total $11,410

Grant Total $5,705



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,043** executed by **Lynnmarie Prock**, and recorded in Official Record Book **8116** at page **676** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

2/7/2019 CAPII-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019054308 6/20/2019 3:19 PM
OFF REC BK: 8116 PG: 676 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lynnemarie Prock	**8 Elegans Avenue Pensacola, FL 32507**	**59-2S-30-1000-022-019**

Verified By: Date: 2/13/19

Total Amount of Lien **$4,043**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lynnemarie Prock

Lynnemarie Prock, Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of November, 2018 by Lynnemarie Prock, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp- 3-20-24 as identification.

Sherry Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 11/13/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

Lynnemarie Prock

8 Elegans Avenue

Replacement Roof and Storm Shutter Installation

Project Total $8,085

Grant Total $4,043



STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,335** executed by **Lynnemarie Prock**, and recorded in Official Record Book **8116** at page **678** of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 5/11/20

Prepared by:
Max Rogers, AICP
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

2/7/2019 CAB II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019054309 6/20/2019 3:19 PM
OFF REC BK: 8116 PG: 678 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Lynnemarie Prock	**9 Rosea Drive** **Pensacola, FL 32507**	**59-2S-30-1000-005-018**

Verified By: Date: 2/13/19

Total Amount of Lien **$4,335**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Lynnemarie Prock

Lynnemarie Prock, Trust, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of November, 2018 by Lynnemarie Prock, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 3-22-24 as identification.

Sherry D Duffey

Signature of Notary Public

(Notary Seal)

Sherry Duffey

Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: Lumon J May

Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency

By/Title

Date: 11/13/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Barrancas District

Lynnemarie Prock

9 Rosea Drive

Replacement Roof and Storm Shutter Installation

Project Total $8,670

Grant Total $4,335



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18102 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Change Order on Contract PD 17-18.023 Design Services for O.C. Phillips Over Brushy Creek #484029
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order on Contract PD 17-18.023 to American Consulting Engineers of Florida, LLC, for Design Services for O.C. Phillips over Brushy Creek Bridge #484029 - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to American Consulting Engineers of Florida, LLC, for Design Services for O.C. Phillips over Brushy Creek Bridge #484029. Upon consultation with FDOT staff, it was determined that a Supplemental Agreement was needed for the additional scope of work which includes delineation of jurisdictional wetlands, additional survey; species surveys; submittal of mitigation strategies, agency verification, etc. The Supplemental Agreement was approved in regular session on May 21, 2020. The amount requested in the Supplemental Agreement, and for this Change Order, totals $79,524. Escambia County is responsible for 25% of the total cost ($19,881) and FDOT will reimburse the remaining 75% ($59,643):

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$79,523.30
Vendor:	American Consulting Engineers of Florida, LLC
Project Name:	O.C. Phillips over Brushy Creek Bridge #484029
Contract:	PD 17-18.023

PO#:	191119
CO#:	2
Change Order 1	Time Only
Change Order 2	$79,523.30
Original Contract Amount:	$634,175.53
Cumulative Amount of Change Orders Through this CO:	$79,523.30
New Contract Amount:	$713,698.83
Funding Source	Amount
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188	$30,618.35
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188	$10,206.12
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629	$38,698.83

This project is located in Commission District 5.

BACKGROUND:

Meeting in regular session on September 7, 2017, the Board approved the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for design of the bridge replacement located at O.C. Phillips Road (Bridge #484029).

Meeting in regular session on March 7, 2019, Escambia County entered into an Agreement with American Consulting Engineers of Florida, LLC, per the terms and conditions of PD 17-18.023 Design Services for O.C. Phillips Road over Brushy Creek Bridge #484029, FPN 430468-1-38-01, Federal No. (FAIN) D317-043-B.

In March 2020, during the 60% design and permitting phase, it became apparent that an individual permit would be required instead of a general permit because the wetland impacts would exceed the maximum allowed for a general permit. An individual permit requires a significantly greater level of effort than a general permit. Upon consultation with FDOT staff, it was determined that a Supplemental Agreement was needed for the additional scope of work. Additional work includes delineation of jurisdictional wetlands, additional survey; species surveys; submittal of mitigation strategies, agency verification, etc. The amount approved for the additional work totaled $79,524. The Supplemental Agreement was approved in regular session on May 21, 2020, and 25% will be funded by Escambia County

($19,881) and 75% by FDOT ($59,643).

Approval of this Change Order, #2, in the amount of $79,523.30, would authorize American to proceed with the additional services required by the Supplemental Amendment for the individual permit, including preparation and submission of the permit application package.

BUDGETARY IMPACT:

Funding Source	Amount
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188	$30,618.35
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188	$10,206.12
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629	$38,698.83

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing:

Attachments

Change Order with backup

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	O.C. Philips Rd Over Brushy Creek Bridge Replacement LAP
Project ID:	430468-1-38-01
Location:	OC Pilips over Brushy Creek
Project Manager:	Derek Fox
Date:	6/10/2020

DESCRIPTION OF REQUEST

This RFF is for $79,523.30 for Change Order (CO) 2, for permitting work by American Consulting and it's Subs as a result of the project footprint exceeding .5 acres of wetlands impacts, thus requiring an individual permit from FDEP in lieu of the originally anticipated general permit. See attached proposal. The original permitting considerations where estimated by FDOT prior to determining Right of Way (ROW) requirements based on typical ROW. After completing survey it has been determined that the current existing ROW is based on maintenance claims and does not provide adequate area to accommodate the new bridge footprint or the impact of the desired temporary diversion As a result additional ROW will have to be acquired which some of which will be wetlands. See attached docs. Increasing the required acreage of wetlands impacted beyond .5 acres by that ROW addition triggered the requirement for an individual permit. To address this a supplemental LAP agreement was approved by the BOCC on 5/21/2020 authorizing the County to undertake those additional permitting activities including authorization for the non-reimbursable share of the LAP agreement of $19,880.00 for those permitting requirements. The remaining $59,643.30 permitting costs will be reimbursed by FDOT pursuant to the LAP agreement with Supplement. See attached SA#1. Additional time was also needed and 210 days to complete the permitting and design was added by CO1 giving a completion date of 1/26/2021. A LAP time extension has also been submitted `for 240 days - 210 days for permitting and 30 for project closeout.

Attached backup documentation	55	page (s).
RFF/NTP Start Date		or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by		calendar days.
	1/26/2021	Completion date

				Obligated	Required
Balance of CIP Project					
Funds for Original Construction Contract					
Funds for Construction CO#					
Contract PD		Contractor			
Funds for Original Task Order					
Funds for Addendum #					$ 79,523.30
Task Order PD	17-18.023	Consultant	American Consulting		
Funds for Original Work Order					
Funds for Change Order #					
Contract PD		Contractor			
Funds for Contingency		Consultant			
Funds for Permit Fees		Agency			
Funds for Land Purchases		Owner			
Funds for Title Work		Company			
Contract PD		Contractor			
Funds for					
New Balance of CIP Project				$ -	$ (79,523.30)

Digitally signed by Derek M. Fox
Date: 2020.06.10 12:09:46 -05'00'

Project Manager

Accounting

Digitally signed by James Duncan
Date: 2020.06.10 12:20:54 -05'00'

Deputy Division Manager

Digitally signed by James Duncan
Date: 2020.06.10 12:22:37 -05'00'

Division Manager

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				

	Fund	Project #	Project Name	Amount
To:				

Transfer $

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Design Services for O.C. Phillips Road over Brushy Creek Bridge
County: Escambia
FPN: 430468-1-38-01
FAP No.: D317 043 B

Consultant Name: American Consulting Engineers of Florida, LLC
Consultant No.: enter consultants proj. number
Date: 3/12/2020
Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Chief Engineer	Project Manager	Principal Engineer	Senior Engineer	Senior Project Engineer	Project Engineer	Engineer	Engineering Intern	Chief Designer	Senior Environmental Specialist	Clerical	Staff Classi-fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$88.72	$69.30	$82.10	$60.50	$64.86	$44.23	$33.00	$30.00	$53.24	$60.60	$25.00	$0.00			
3. Project General and Project Common Tasks	58	0	58	0	0	0	0	0	0	0	0	0	0	58	$4,019	$69.30
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	58	0	58	0	0	0	0	0	0	0	0	0	0	58		
Total Staff Cost		$0.00	$4,019.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$4,019.40**	**$69.30**

Check = $4,019.40

SALARY RELATED COSTS:					$4,019.40
OVERHEAD:		184.05%			$7,397.71
OPERATING MARGIN:		27%			$1,085.24
FCCM (Facilities Capital Cost Money):		0.171%			$6.87
EXPENSES:		5.24%			$210.62
Survey (Field - if by Prime)	0	4-person crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$12,719.84**
Subconsultant: Sigma					$0.00
Subconsultant: Cardno					$0.00
Subconsultant: SSMC					$0.00
Subconsultant: LMJ					$0.00
Subconsultant: Scalar Consulting Group					$66,803.46
SUBTOTAL ESTIMATED FEE:					**$79,523.30**
Geotechnical Field and Lab Testing					$0.00
SUBTOTAL ESTIMATED FEE:					**$79,523.30**
Optional Services					$0.00
GRAND TOTAL ESTIMATED FEE:					**$79,523.30**

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:	Design Services for O.C. Phillips Road over Brushy Creek Bridge	Consultant Name:	American Consulting Engineers of Florida, LL
County:	Escambia	Consultant No.:	enter consultants proj. number
FPN:	430468-1-38-01	Date:	3/12/2020
FAP No.:	D317 043 B	Estimator:	P. Looney

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer	Environmental Scientist	Staff Classification 3	Senior Engineer	Senior Project	Project Engineer	Engineer	Engineering Intern	Chief Designer	Senior Environment	Clerical	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$46.63	$35.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	429	242	187	0	0	0	0	0	0	0	0	0	0	429	$17,829	$41.56
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	429	242	187	0	0	0	0	0	0	0	0	0	0	429		
Total Staff Cost		$11,284.46	$6,545.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$17,829.46**	**$41.56**

Check = $17,829.46

SALARY RELATED COSTS:						$17,829.46
OVERHEAD:			236%			$42,100.70
OPERATING MARGIN:			24%			$4,279.07
FCCM (Facilities Capital Cost Money):			0.56%			$98.95
EXPENSES:			1.83%			$326.28
Permit Fees			$2,169			$2,169.00
SUBTOTAL ESTIMATED FEE:						**$66,803.46**
Survey (Field)		0	4-person crew	$ -	/ day	$0.00
Geotechnical Field and Lab Testing						$0.00
SUBTOTAL ESTIMATED FEE:						**$66,803.46**
Optional Services						$0.00
GRAND TOTAL ESTIMATED FEE:						**$66,803.46**

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 3: General Tasks

Estimator:

Design Services for O.C. Phillips Road over Brushy Creek Bridge
430468-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
	3.1 Public Involvement Subtotal				**0**	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and Project Documentation	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	18	18	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.11.1	Aeronautical Evaluation	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	40	40	PM Coordination time for environmental related tasks
3. Project Common and Project General Tasks Total					**58**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	6	3	18	PM Attendance at Environmental Meetings
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		6		18	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.**

Project Activity 8: Environmental Permits

Estimator:

Design Services for O.C. Phillips Road over Brushy Creek Bridge
430468-1-38-01

Representing	Print Name	Signature / Date
Escambia County		
Scalar Consulting Group Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	0	0	Not included in this scope.
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	None planned
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	30	30	This effort will be for the proposed mitigation site only. This is expected to be a non-linear, undeveloped, forested, parcel. Likely, this will also be a larger plot than will be needed to offset impacts. If a conservation easement is proposed as mitigation, the parcel will need to be large enough to offset impacts with expected multipliers. Additional survey and mapping will be supplied by others and provided in a format suitable for submittal with the permitting agencies. If the proposed mitigation is for restoration of a degraded wetland, flagging of the existing wetland boundary will be performed. (Range 4-160)
8.2.3	Species Surveys	LS	1	0	0	Not included in the Scope
8.3	Agency Verification of Wetland Data	LS	1	10	10	Will be required for mitigation area. (Range 4-24)
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	160	160	Includes Individual Permit with FDEP and USACE. All delineation forms and UMAM forms associated with the potential mitigation site. Includes RAI from each agency. SSL application and mapping will be provided by Escambia County. (Range 8 - 280)
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	Not included in this scope.

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	30	30	GIS-based mapping for the Individual Permits pursued. Additional mapping of the mitigation site wil be reviewed for FDEP and USACE compliance. Coordination of the sketches and documentation of Sovereignty Submerged Lands easement as defined by FDEP will be reviewed and revised. (Range 4 - 60)
8.6	Prepare USCG Permit Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	N/A
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.9	Prepare Tree Permit Information	LS	1	0	0	Escambia County to address tree impacts at bridge location
8.10	Compensatory Mitigation Plan	LS	1	100	100	This estimate includes the final Compensatory Mitigation Plan preparation. Preference will be to find suitable site close to and within the Brushy Creek watershed. It includes preliminary coordination efforts with Escambia county to locate at most 5 potentially suitable sites within the Perdido River watershed. The pottential sites willl be reduced to a single site after coordination and negotiation with the FDEP and USACE to obtain concurrence with the required acreage, habitat, and potential ecological monitoring. Post mitigation monitoring is not included in this estimate and would be a separate task order.
8.11	Mitigation Coordination and Meetings	LS	1	24	24	Coordination with agencies for meetings, produce minutes to those meetings. Coordinate with Project engineers and County staff to attend all meetings.
8.12	Other Environmental Permits	LS	1	0	0	None expected.
	Environmental Clearances/Reevaluations					
8.13	**Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.13.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.13.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.13.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	N/A
8.13.5	Protected Speices and Habitat Impact Analysis	LS	1	0	0	N/A
8.14	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat Impact Analysis	LS	1	0	0	N/A
8.14.5	Protected Species and Habitat Impact Analysis	LS	1	0	0	N/A
8.15	Contamination Impact Analysis	LS	1	0	0	N/A
8.16	Asbestos Survey	LS	1	0	0	
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					**354**	
8.17	Technical Meetings	LS	1	27	27	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	4%	14	
8.19	Supervision	LS	%	4%	14	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					**55**	
8.20	Coordination	LS	%	5%	20	
8. Environmental Permits, Compliance and Clearances Total					**429**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
FDEP	EA	3	3	9	Preapplication meeting, coordination meeting with permitter, and RAI meeting. 1 person		1
NMFS	EA	0	0	0			0
USACE	EA	3	3	9	Preapplication Meeting, cordination meeting, and RAI meeting. 1 person		1
USCG	EA	0	0	0	Original Contract		1
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments		
FDOT		EA	0	0	0			0
Other Meetings		EA	3	3	9	Three additional meetings with County and Project personnel (1 person).		3
Subtotal Technical Meetings					**27**		**Subtotal Project Manager Meetings**	6
Progress Meetings (if required by FDOT)		EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*		- -
Phase Review Meetings		EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*		- -
Total Meetings					**27**		**Total Project Manager Meetings (carries to Tab 3)**	**6**

Carries to 8.18

Carries to Tab 3

PURCHASE ORDER NO. 191119

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
012081 FAX: 813-435-2601
AMERICAN CONSULTING ENGINEERS OF FLORIDA LLC
2818 CYPRESS RIDGE BLVD STE 200
WESLEY CHAPEL FL 33544-6302

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 03/14/19	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 19001214	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 17-18.023	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 17-18.023 "DESIGN SERVICES FOR OC PHILLIPS OVER BRUSHY CREEK BRIDGE NO. 484029" BCC APPROVAL 03/07/2019	634175.5300	634,175.53

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	210107	56301	158,543.88	13EN2188
01	210127	56301	475,631.65	13EN2188

PAGE TOTAL $	634,175.53
TOTAL $	634,175.53

TAX ID 85-8013888011C-3
FED ID 59-6000-598

APPROVED BY 3/15/19

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Continued…

B. Authorize the Department(s), in conjunction with the Office of Purchasing, to negotiate Task Orders, according to Florida Statute 287.055, "Consultants' Competitive Negotiation Act" (A&E Services), on a project-by-project basis.

[Funding: Funds to be budgeted for on an annual basis and Project basis.]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 30, with the exception for Items 10 and 17, which were held for separate votes.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

22. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County and American Consulting Engineers of Florida, LLC, per the terms and conditions of PD 17-18.023, Design Services for Occie (O.C.) Phillips Road Over Brushy Creek Bridge (484029), FPN: 430468-1-38-01, Federal No. (FAIN): D317-043-B, for an amount not to exceed $634,175.53.

[Funding: Fund 352, Local Option Sales Tax (LOST) III, Cost Center 210107, Transportation and Drainage; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188; County Match (25%) $158,543.88; and Fund 352, LOST III, Cost Center 210127, LAP Occie (O.C.) Phillips/Brushy Cr; Object Code 56301, Improvements Other Than Buildings; Project #13EN2188, LAP Portion (75%) $475,631.65 - Total $634,175.53]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 30, with the exception for Items 10 and 17, which were held for separate votes.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

ESCAMBIA COUNTY

ENGINEERING DEPARTMENT

CONTRACT PLANS

FINANCIAL PROJECT ID 430468-1-38-01

(FEDERAL FUNDS)

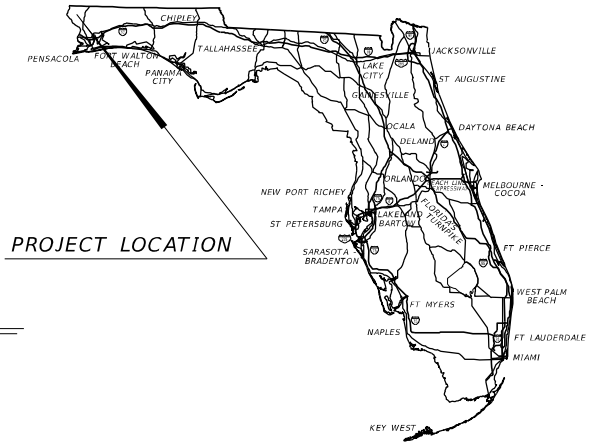
ESCAMBIA COUNTY

OCCIE PHILLIPS ROAD OVER BRUSHY CREEK
BRIDGE REPLACEMENT

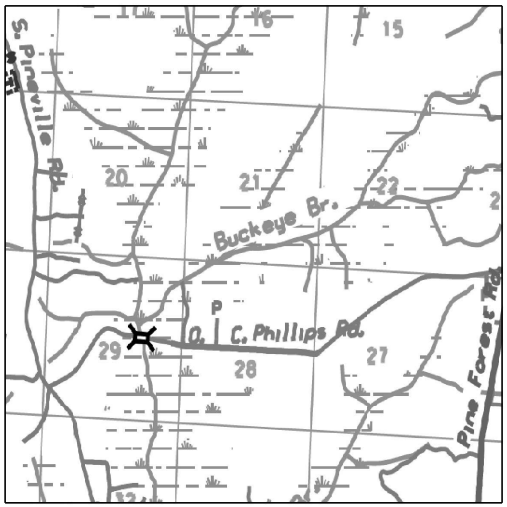
FINAL R/W REQUIREMENTS

INDEX OF FINAL R/W REQUIREMENTS

SHEET NO.	DESCRIPTION
1	KEY SHEET
2-4	FINAL R/W REQUIREMENTS



PROJECT LOCATION



COMMISSIONERS

DISTRICT ONE	JEFF BERGOSH
DISTRICT TWO	DOUG UNDERHILL
DISTRICT THREE	LUMON MAY (CHAIRMAN)
DISTRICT FOUR	ROBERT BENDER
DISTRICT FIVE	STEVEN BARRY (VICE CHAIRMAN)

SIGMA CONSULTING GROUP, INC.
3298 SUMMIT BOULEVARD, SUITE 32
PENSACOLA, FLORIDA 32503
PHONE: (850) 332-7912
CERTIFICATE OF AUTHORIZATION #26889

ROADWAY PLANS
ENGINEER OF RECORD:

JASON L. LASHLEY, P.E.
P.E. NO. 57353
3298 SUMMIT BLVD, STE 32
PENSACOLA FL 32503
(850) 332 - 7912
CONTRACT NO. C-9F68
VENDOR NO. 591294824004
CERTIFICATE OF AUTHORIZATION NO. 26889

PROJECT MANAGER
DEREK FOX

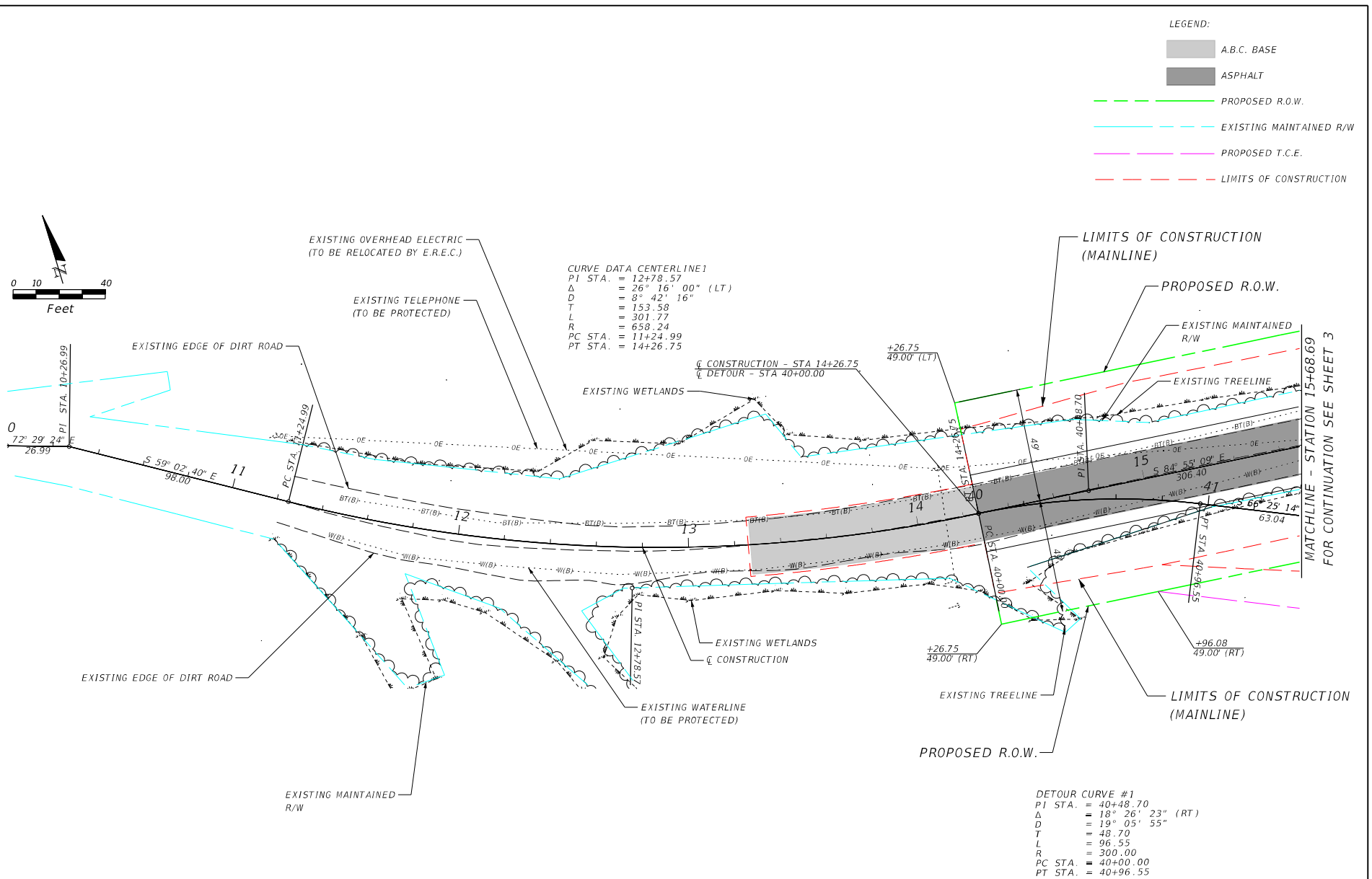
ESCAMBIA COUNTY STANDARD PLANS NOTE:

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	19	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JASON L. LASHLEY, P.E.
P.E. LICENSE NUMBER 57353
SIGMA CONSULTING GROUP INC.
3298 SUMMIT BLVD, STE 32
PENSACOLA FL 32503
CERTIFICATE OF AUTHORIZATION 26889

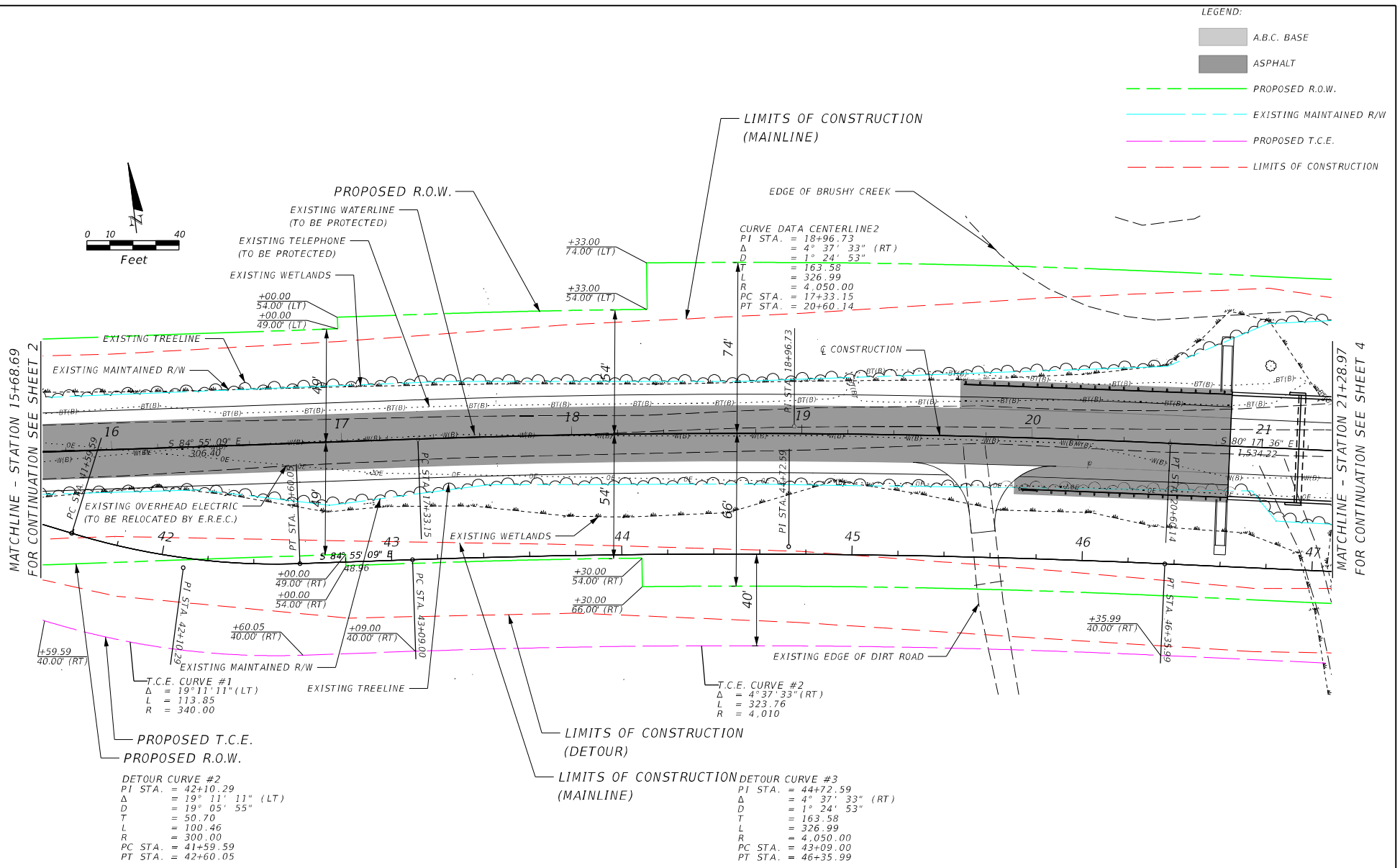
ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
O.C. PHILLIPS	ESCAMBIA	430468-1-38-01

FINAL R/W REQUIREMENTS

SHEET NO. 2

FAvera 4/6/2020 9:24:06 AM P:\Projects Directory\180904 - Occie Phillips Bridge Replacement\01800 (CAD Drawings)\



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JASON L. LASHLEY, P.E.
P.E. LICENSE NUMBER 57353
SIGMA CONSULTING GROUP INC.
3298 SUMMIT BLVD, STE 32
PENSACOLA FL 32503
CERTIFICATE OF AUTHORIZATION 26889

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
0.C. PHILLIPS	ESCAMBIA	430468-1-38-01

FINAL R/W REQUIREMENTS

SHEET NO. 3

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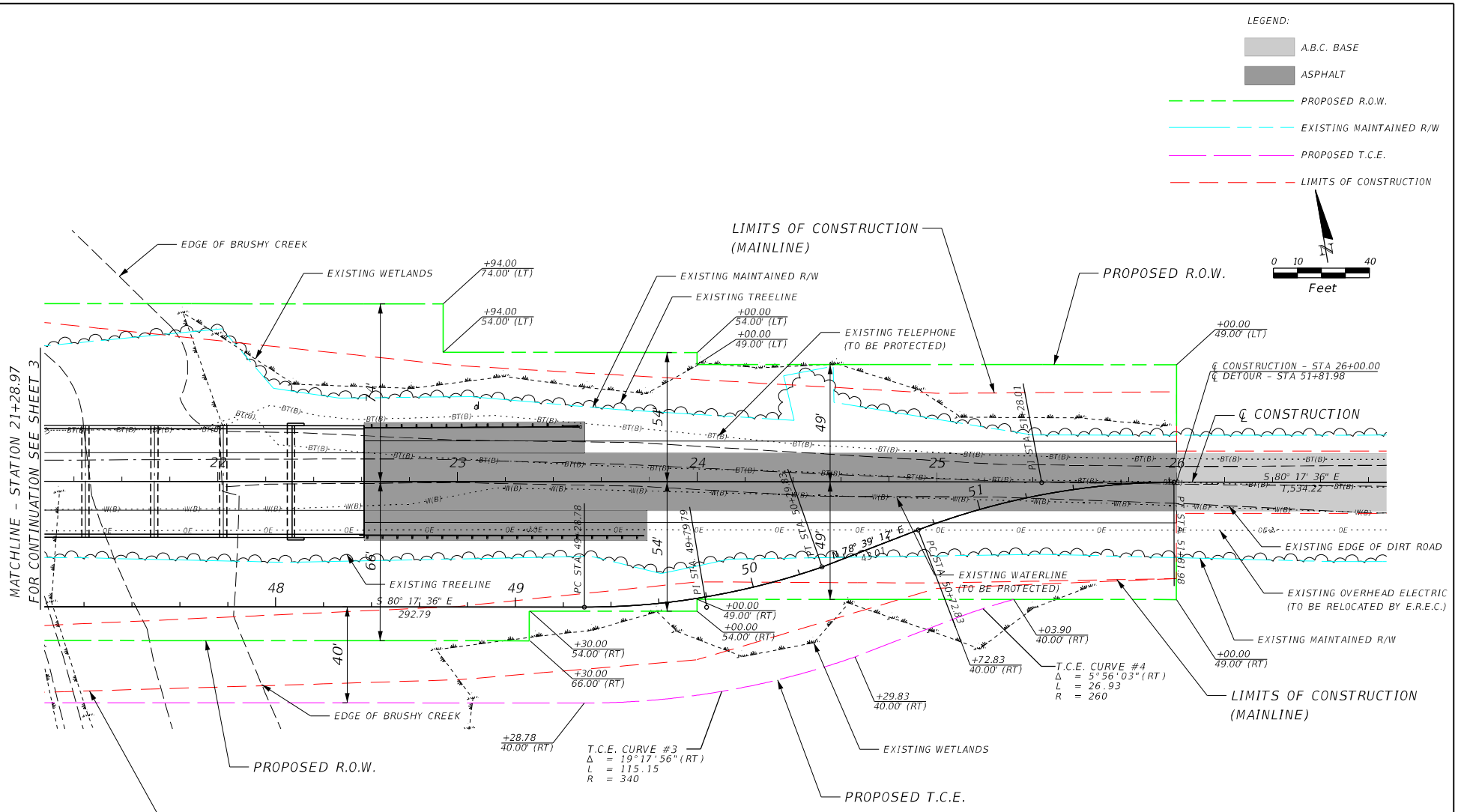

DETOUR CURVE #4
PI STA. = 49+79.79
Δ = 19° 17' 56" (LT)
D = 19° 05' 55"
T = 51.01
L = 101.05
R = 300.00
PC STA. = 49+28.78
PT STA. = 50+29.83

DETOUR CURVE #5
PI STA. = 51+28.01
Δ = 20° 50' 43" (RT)
D = 19° 05' 55"
T = 55.18
L = 109.15
R = 300.00
PC STA. = 50+72.83
PT STA. = 51+81.98

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JASON L. LASHLEY, P.E.
P.E. LICENSE NUMBER 57353
SIGMA CONSULTING GROUP INC.
3298 SUMMIT BLVD, STE 32
PENSACOLA FL 32503
CERTIFICATE OF AUTHORIZATION 26889

ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
O.C. PHILLIPS	ESCAMBIA	430468-1-38-01

FINAL R/W REQUIREMENTS

SHEET NO. 4

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Continued…

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

This property is located in Commission District 5.

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

Motion: Move the item in the affirmative A, B, C, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

13. Recommendation: That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement No. 001 between the FDOT and Escambia County, which supports additional efforts required by the design consultant to obtain necessary environmental permitting for the O.C. Phillips Road over Brushy Creek Bridge #484029 project:

A. Approve the FDOT LAP Supplemental Agreement No. 001 between the State of Florida Department of Transportation and Escambia County for the O.C. Phillips Road over Brushy Creek Bridge #484029 Project; and

B. Adopt the Resolution [R2020-62] authorizing the Chairman to sign the LAP Supplemental Agreement.

This project is located in Commission District 5.

Funding Source: FDOT will reimburse Escambia County up to $565,893 for expenses related to the design of the project. This Supplemental Agreement, No. 001, will increase FDOT's share by $59,643, from $506,250 to $565,893. County's share will increase by $19,881, from $168,750 to $188,631.

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Continued…

[Funding Sources:
Fund 352, LOST III, Cost Center 210127, Object Code 56301, Project #13EN2188, $30,618.35;
Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #13EN2188, $10,206.12; and
Fund 353, LOST IV, Cost Center 210106, Object Code 56301, Project #19EN0629, $38,699.53]

Motion: Move the item in the affirmative A and B
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

14. Recommendation: That the Board take the following action concerning Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement for Pensacola Habitat for Humanity, Inc.:

A. Approve Amendment #1 to the Wheelchair Ramp Partnership Pilot Project Agreement with Pensacola Habitat for Humanity, Inc., to provide additional funding, for a total of $16,000, and to extend the project date through September 30, 2021; and

B. Authorize the Chairman or Vice Chairman to execute the Amendment as necessary to implement the Program.

[Funding: Fund 146/CDBG Housing Loan Repayment Fund, Cost Center 370291]

Motion: Move A and B
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

Escambia County
Clerk's Original

5/21/2020 CAR II-13

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
001

FEDERAL ID NO. (FAIN)
D317 043 B

CONTRACT NO.
G0O72

FEDERAL AWARD DATE
September 7, 2017

FPN
430468-1-38-01

RECIPIENT DUNS NO.
07-507-9673

Verified By: KFisher
Date: 5/22/2020

Recipient, Escambia County B.O.C.C., desires to supplement the original Agreement entered into and executed on September 7, 2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design of Bridge Replacement located at O.C. Phillips over Brushy Creek Bridge NO. 484029
Length 0.015 Miles

Termini O.C. Phillips over Brushy Creek Bridge NO. 484029

The parties agree that the Agreement is to be amended and supplemented as follows:
Exhibit B - Adjusted Schedule of Funding
Exhibit D - New Resolution Approving Agreement
Exhibit E - Update Federal Financial Assistance

Reason for Supplement and supporting engineering and/or cost analysis:

Funds are being added to the project to support additional effort required by the design consultant to obtain necessary permitting. The total amount being added to the project will be $79,524 ($59,643 Bridge Replacement Funds and $19,881 Local Funds).

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

RECIPIENT NAME & BILLING ADDRESS: Escambia County B.O.C.C.
221 Palafox Place
Pensacola, FL. 32502

FINANCIAL PROJECT NUMBER: 430468-1-38-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: 2018 (Bridge Replacement Program)	$675,000.00			$168,750.00		$506,250.00
FY: 2019 (Bridge Replacement Program)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
FY: 2020 (Bridge Replacement Program)		$79,524.00	$754,524.00	$19,881.00		$59,643.00
Total Design Cost	$675,000.00	$79,524.00	$754,524.00	$188,631.00	$ 0.00	$565,893.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Construction Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction Engineering and Inspection (CEI)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$675,000.00	$79,524.00	$754,524.00	$188,631.00	$ 0.00	$565,893.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells
District Grant Manager Name

DocuSigned by:
Dustin Castells
Signature 5A2564D4...

6/2/2020 | 3:50 PM EDT
Date

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Escambia County B.O.C.C.

By: _____

Name: Steven Barry, Chairman

Date Executed 5/21/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO.

_____
Deputy Clerk

BCC Approved: 5/21/2020

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: _____

Name: Tim Smith, P.E.

Title: Interim Director of Transportation Development

Date: 6/8/2020 | 8:19 AM EDT

Legal Review:

DocuSigned by:

Shad Redmon

481EE5074C804F5...

Approved as to form and legal sufficiency:

By/Title: County Attorney

Date: May 6, 2020

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

EXHIBIT "D"

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$565,893.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

Escambia County
Clerk's Original

5/21/2020 CAR II-13

RESOLUTION NUMBER R2020- 102

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO SIGN THE LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

Verified By: KEissner

Date: 5/22/2020

WHEREAS, the Florida Department of Transportation (FDOT) (hereinafter referred to as DEPARTMENT) is participating in design of bridge replacement located at O C Phillips Road over Brushy Creek Bridge #484029, Financial Project Identification Number (FPID) 430468-1-38-01, (hereinafter referred to as the "PROJECT"); and

WHEREAS, funds are being added to the PROJECT to support additional effort required by the design consultant to obtain necessary environmental permitting. The total amount being added to the project will be $79,524.00 ($59,643.00 Bridge Replacement Funds and $19,881.00 Local Funds)

WHEREAS, the DEPARTMENT agrees to provide $59,643.00 Bridge Replacement Funds to the PROJECT.

WHEREAS, Escambia County is prepared to contribute $19,881.00 Local Funds to the DEPARTMENT for the PROJECT.

WHEREAS, the DEPARTMENT is authorized to enter into the Local Agency Program Supplemental Agreement by Section 339.12, Florida Statutes, and other sections of the Florida Transportation Code, and Escambia County approves this Local Agency Program Supplemental Agreement.

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

SECTION 1. That the Board of County Commissioners finds the above recitals to be true and correct and incorporates them herein by reference.

SECTION 2. That Escambia County agrees it will, within fourteen (14) calendar days from the DEPARTMENT'S written notice to Escambia County, furnish the DEPARTMENT a contribution in the amount of $19,881.00 to be used for project costs for Local Agency Program funded PROJECT number 430468-1-38-01. The DEPARTMENT may utilize this contribution for payment of the costs of the project. If actual cost of the PROJECT is less than the funds provided, the excess will be applied to other phases on the PROJECT.

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

SECTION 3. That the Board authorizes the Chairman to sign the Local Agency Program Supplemental Agreement between the State of Florida Department of Transportation and Escambia County

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

ADOPTED this 21st day of May 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
5/21/2020

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ (SEAL)
Deputy Clerk

This document approved as to form and legal sufficiency.

By: _____
Title: Asst. County Attorney
Date: May 5, 2020

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: 5/22/2020

DocuSign Envelope ID: B5BA9A89-24E4-464F-8693-B9C23604A28C

To: Ta'rika.Green@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G0O72

6/2/2020

CONTRACT INFORMATION

Contract:	G0O72
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ESCAMBIA COUNTY BOARD OF COUNTY
Vendor ID:	F596000598174
Beginning Date of This Agreement:	10/09/2017
Ending Date of This Agreement:	07/30/2020
Contract Total/Budgetary Ceiling:	ct = $565,893.00
Description:	Design of replacing bridge on O C Phillips Road over BrushyCreek.

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/2/2020

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55033040345
Expansion Option:	AF
Object Code:	780000
Amount:	$59,643.00
Financial Project:	43046813801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2020
Budget Entity:	55100100
Category/Category Year:	088849/20
Amendment ID:	S001
Sequence:	00
User Assigned ID:	001
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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 430468-1-38-01	FPN:	FPN:
Federal No (FAIN): D317-043-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACBZ, LF	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:

County No: 48 (Escambia) Contract No: G0072

Local Agency Vendor No: VF596000598154 Local Agency DUNS No: 07-507-9673

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this 9th day of October, 2017 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. R2017-110 dated the 7th day of September, 20 17, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design of bridge replacement located at O C Phillips Road over Brushy Creek Bridge NO. 484029 , as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 675,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $506,250 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

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iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

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vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: _____
862D0B01F4FF447...
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

DocuSigned by:
_____
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 430468-1-38-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.015 miles

PROJECT DESCRIPTION: The desgin and permitting of bridge replacement on O.C. Phillips Road over Brushy Creek, Bridge No. 484029.The overall length of the project is 0.015 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

For each reimbursement submittal, the Agency understands and agrees that the reimbursement amount shall not exceed seventy-five percent (75%) of the total actual eligible costs submitted for reimbursement up to the maximum amount as specified in paragraph 4.B. and as more fully described in Exhibit "B" of this Agreement.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall ensure that they will procure a design consultant (or subconsultants) that is prequalified in the work types listed below. Plans shall be designed in accordance with the Florida Greenbook, Plan Preparation Manual, and LAP Manual as appropriate. All surveying related to the project must be completed in accordance with the Department's Survering and Mapping Handbook. Prequalification Work Types are as follows:

Major: 3.1 – Minor Highway Design
4.1.2 – Minor Bridge Design

Minor: 5.4 – Bridge Load Rating
7.1 – Signing, Pavement Marking and Channelization
8.1 – Control Surveying
8.2 – Design, Right of Way and Construction Surveying
8.4 – Right of Way Mapping
9.1 – Soil Exploration

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

9.2 – Geotechnical Classification Lab Testing
9.4.1 – Standard Foundation Studies
9.4.2 – Non-Redundant Drilled Shaft Bridge Foundation Studies

The Agency shall provide a copy of the 30%, 60%, 90% and final design plans for the Department's review and approval.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by June 30, 2019
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by N/A
e) Construction contract to be let by N/A
f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 430468-1-38-01
Escambia County B.O.C.C P.O. Box 18178 Pensacola, FL. 32591	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY: 2018	$675,000.00	$168,750.00	$0.00	$506,250.00
FY: 2019	$0.00	$0.00	$0.00	$0.00
FY: 2020	$0.00	$0.00	$0.00	$0.00
Total Design Cost	$675,000.00	$168,750.00	$0.00	$506,250.00
Right-of-Way - 48 FY:				
FY:				
FY:				
Total Right-of-Way Cost				
Construction-58 FY:				
FY:				
FY:				
FY:				
Total Construction Cost				
Construction Engineering and Inspection (CEI) - 68 FY:				
FY:				
FY:				
Total CEI Cost				
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$675,000.00	$168,750.00	$0.00	$506,250.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

DocuSign Envelope ID: DE855A12-0FB4-4C0E-91E3-042D3A94FB59

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://www.cfda.gov/**
Award Amount:	**$506,250.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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Escambia County
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9/7/2017 CAR II-18

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 430468-1-38-01	FPN:	FPN:
Federal No (FAIN): D317-043-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: ACBZ, LF	Fund:	Fund:
Org Code:	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:

County No: 48 (Escambia) Contract No:

Local Agency Vendor No: VF596000598154 Local Agency DUNS No: 07-507-9673

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, ____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. R2017-110 dated the 7th day of September, 2017, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in design of bridge replacement located at O C Phillips Road over Brushy Creek Bridge NO. 484029, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2019. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 675,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $506,250 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

Verified By: [signature] Date: 9/11/2017

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Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

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vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

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closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

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agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☐ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY Escambia County B.O.C.C.

Board of County Commissioners
Escambia County, Florida

D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Date Executed
9/7/2017

BCC Approved 09-07-2017

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Jared Perdue, P.E.
Title: Director of Transportation Development

Legal Review:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 9/7/17

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

9.2 – Geotechnical Classification Lab Testing
9.4.1 – Standard Foundation Studies
9.4.2 – Non-Redundant Drilled Shaft Bridge Foundation Studies

The Agency shall provide a copy of the 30%, 60%, 90% and final design plans for the Department's review and approval.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of $10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by June 30, 2019
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by N/A
e) Construction contract to be let by N/A
f) Construction to be completed by N/A

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

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Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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Escambia County
Clerk's Original

9/7/2017 CAK 11-18

RESOLUTION R2017- 110

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN A BRIDGE REPLACEMENT LOCATED AT O. C. PHILLIPS OVER BRUSHY CREEK BRIDGE NO. 484029; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program (LAP) Agreement FPN 430468-1-38-01, the cost to design a bridge replacement located at O.C. Phillips Road over Brushy Creek Bridge No. 484029 (hereinafter referred to as "the Project"); and

WHEREAS, the Department and Escambia County, Florida (hereinafter referred to as "County"), have evaluated the need for the Project; and

WHEREAS, the County has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is $675,000.00 (six hundred seventy-five thousand dollars); and

WHEREAS, the Department has agreed to participate in the total Project cost in an amount not to exceed $506,250.00 (five hundred six thousand two hundred and fifty dollars); and

WHEREAS, the County has agreed to bear any expenses in excess of the total Project cost.

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby instructs its staff to coordinate and cooperate with the Department in developing, managing and inspecting this Project.

SECTION 3. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

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

ADOPTED this 7th day of September 2017.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
D. B. Underhill, Chairman

Date Executed
9/7/2017

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: _____ D.C.
DATE: September 11, 2017

Verified By: _____
Date: 9/11/2017

To: Meghan.Jadofsky@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G0O72

8/18/2017

CONTRACT INFORMATION

Contract:	G0O72
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	ESCAMBIA BOCC
Vendor ID:	F596000598154
Beginning Date of This Agreement:	12/31/2017
Ending Date of This Agreement:	06/30/2019
Contract Total/Budgetary Ceiling:	ct = $506,250.00
Description:	Design of replacing bridge on O C Phillips Road over BrushyCreek.

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 8/18/2017

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55033040345
Expansion Option:	AF
Object Code:	780000
Amount:	$506,250.00
Financial Project:	43046813801
Work Activity (FCT):	215
CFDA:	20.205
Fiscal Year:	2018
Budget Entity:	55100100
Category/Category Year:	088849/18
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $506,250.00

DocuSign Envelope ID: 76A59FD6-ABC7-4C42-BCFB-0F409125D8E3

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

October 9, 2017

Mr. Colby Brown, P.E.
Public Works Department – Transportation & Traffic Division
3363 West Park Place
Pensacola, FL 32505

Subject: Notice to Proceed with Design
Design of Bridge Replacement at O. C. Phillips Road over Brushy Creek Bridge
FPID No.: 430468-1-38-01
LAP Agreement No.: G0O72

Dear Mr. Brown:

Please find attached a copy of the executed LAP Agreement between your agency and the Florida Department of Transportation dated October 9, 2017 for the referenced project above.

I have also included a two page attachment that gives an outline of the critical steps in the LAP process. Steps 1-5 under LAP Design (Phase 38) have already been completed. Mr. Craig Gavin will be the LAP Design Project Manager for this project and will be responsible for those activities identified in the LAP Process outline. You may contact him at (850) 330-1468.

This letter shall serve as the official Notice to Proceed with the Design Phase of this project. This project shall be carried out in accordance with the LAP Agreement and the applicable sections of the LAP Manual. The latest version of the LAP Manual is located at www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm.

If you have any questions, I can be reached toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

DocuSigned by:
Dustin Castells
C4E13695A2564D4...

Dustin Castells
District 3 Local Program Administrator

Cc: Craig Gavin, FDOT-Chipley
D3 Program Management
D3 Financial Services

DocuSign Envelope ID: 54CDB277-5B43-4B23-89FB-AE5FAC77B830

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

KEVIN J. THIBAULT, P.E.
SECRETARY

May 29, 2019

Mr. Colby Brown; Deputy Director
Escambia County
3363 West Park Place
Pensacola, FL. 32505

Subject: Local Agency Program (LAP) Agreement Time Extension No. 1
Design of O.C. Phillips Bridge Replacement
FPID No. 430468-1-38-01
LAP Agreement No.: G0O72

Dear Mr. Brown:

The Department has received your request for a time extension on the above referenced project.

Upon review of the project, we agree to grant an extension and make the new expiration date July 30, 2020. We also amend Page 1, Item 3. Term of Agreement of the original agreement, as follows:

3. Term of Agreement: The Agency agrees to complete the Project on or before ~~June 30, 2019~~ July 30, 2020.

If you have any questions, please contact the District LAP Administrator, Dustin Castells; toll free at 1-888-638-0250, extension 1227 or via e-mail at dustin.castells@dot.state.fl.us.

Sincerely,

DocuSigned by:
862D6B01F4FF447...

Jared Perdue, P.E.
Director of Transportation Development

Cc: Dustin Castells, FDOT - Chipley
D3 Financial Services

DocuSign Envelope ID: 54CDB277-5B43-4B23-89FB-AE5FAC77B830

Board of County Commissioners • Escambia County, Florida

Colby Brown, P.E.
Deputy Director
Transportation & Traffic Operations

May 10, 2019

Mr. Dustin Castells
Florida Department of Transportation
1074 Hwy. 90
Chipley, Florida 32428

RE: Occie Philips Road Over Brushy Creek, (Bridge 484029)
FPN 430468-1

Dear Mr. Castells:

The LAP Agreement for design of this project will expire on June 30, 2019. The project was delayed when the scope was redrafted to match the current format, and during solicitation. The project is currently under design and is expected to be completed June 30, 2020. We are requesting a new expiration date of July 30, 2020 to allow for design, and closeout of the project. Construction is currently not scheduled to let until 2022 so additional time for design will not impact that phase of the project.

I look forward to hearing from you regarding this matter. Please feel free to contact me at (850) 595-0272 or e-mail me if you have any questions.

Sincerely,

Colby Brown
Deputy Director

c: David Forte, Division Manager
Robin Lambert, Accounting Manager
Harold Coats, Financial Reporting/Grants
Meghan S. Jadofsky. Local Program Coordinator

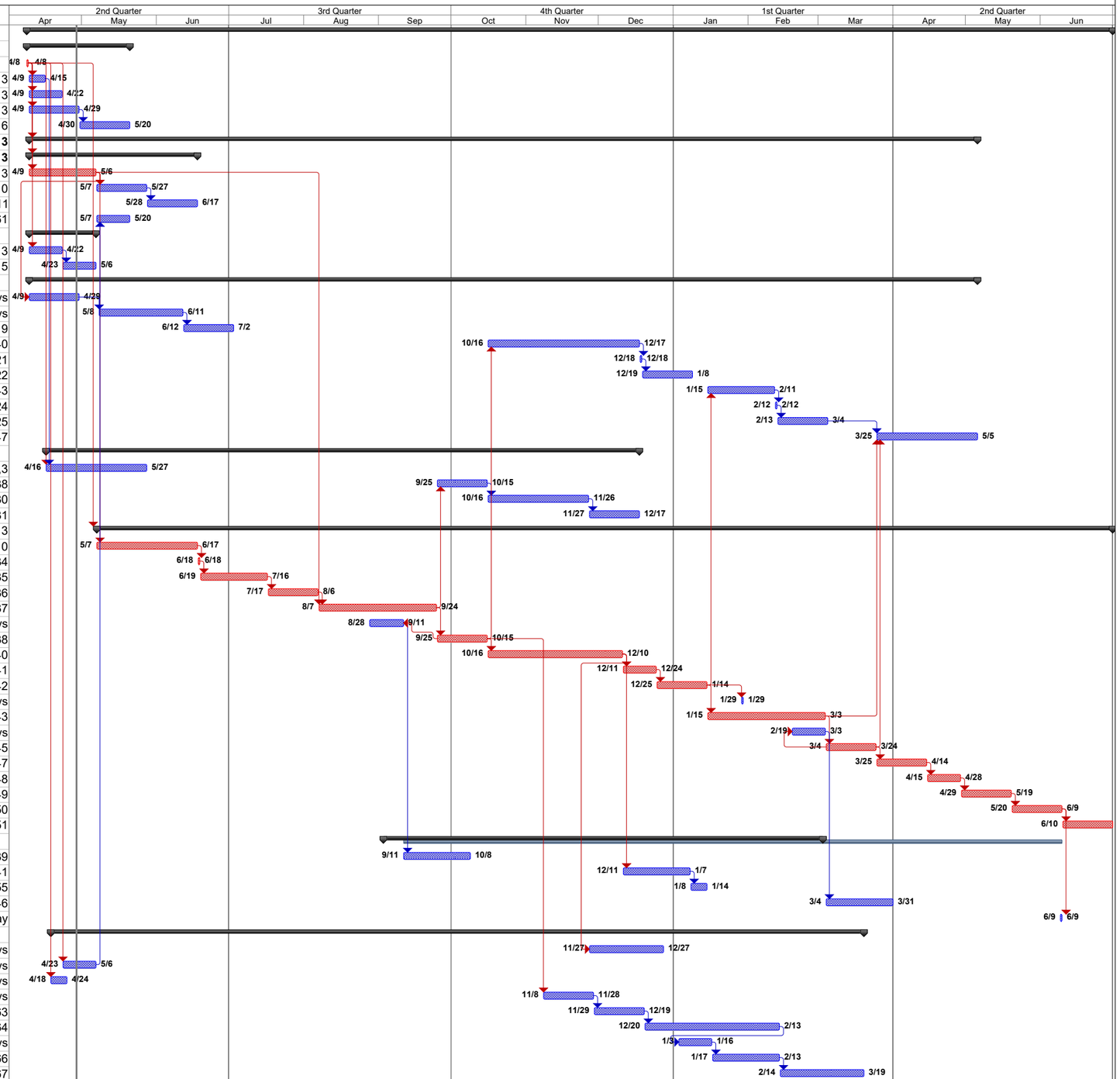
Enclosure: Schedule

DocuSign Envelope ID: 54CDB277-5B43-4B23-89FB-AE5FAC77B830

American CONSULTING

PD 17-18.023 OC Philips Road over Brushy Creek (Bridge No. 484029):
FPID: 430468-1-38-01/FAIN No. D317-043-B
Escambia County, FL

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Schedule**	**322 days**	**Mon 4/8/19**	**Tue 6/30/20**	
2	**Project General Tasks & Public Involvement**	**31 days**	**Mon 4/8/19**	**Mon 5/20/19**	
3	Notice to Proceed	1 day	Mon 4/8/19	Mon 4/8/19	
4	Project Kick-Off Meeting	5 days	Tue 4/9/19	Mon 4/15/19	3
5	Project Schedule & QA/QC Plan	10 days	Tue 4/9/19	Mon 4/22/19	3
6	Community Awareness Plan (CAP)	15 days	Tue 4/9/19	Mon 4/29/19	3
7	County Review/Approve of CAP	15 days	Tue 4/30/19	Mon 5/20/19	6
8	**Field Investigation**	**281 days**	**Tue 4/9/19**	**Tue 5/5/20**	**3**
9	**Design Survey & R/W (SSMC)**	**50 days**	**Tue 4/9/19**	**Mon 6/17/19**	**3**
10	Design Survey	20 days	Tue 4/9/19	Mon 5/6/19	3
11	Office Survey	15 days	Tue 5/7/19	Mon 5/27/19	10
12	Approval of Control Survey, Centerline/Baseline	15 days	Tue 5/28/19	Mon 6/17/19	11
13	Survey Wetlands	10 days	Tue 5/7/19	Mon 5/20/19	61
14	**Utility Designating**	20 days	Tue 4/9/19	Mon 5/6/19	
15	Field Designations	10 days	Tue 4/9/19	Mon 4/22/19	3
16	Office Survey	10 days	Tue 4/23/19	Mon 5/6/19	15
17	**R/W**	**281 days**	**Tue 4/9/19**	**Tue 5/5/20**	
18	R/W Survey	15 days	Tue 4/9/19	Mon 4/29/19	10FS-20 days
19	Prepare R/W Control Maps	25 days	Wed 5/8/19	Tue 6/11/19	18FS+6 days
20	County Review & Approval of Control Maps	15 days	Wed 6/12/19	Tue 7/2/19	19
21	Prepare Preliminary RW Requirements	45 days	Wed 10/16/19	Tue 12/17/19	40
22	Submit Preliminary RW Requirements	1 day	Wed 12/18/19	Wed 12/18/19	21
23	County Review Preliminary RW Requirements	15 days	Thu 12/19/19	Wed 1/8/20	22
24	Prepare Final RW Requirements	20 days	Wed 1/15/20	Tue 2/11/20	43
25	Submit Final RW Requirements	1 day	Wed 2/12/20	Wed 2/12/20	24
26	County Review/Approve Final RW Requirements	15 days	Thu 2/13/20	Wed 3/4/20	25
27	Prepare/Review/Approve Final RW Maps	30 days	Wed 3/25/20	Tue 5/5/20	45,26,47
28	**Geotechnical (LMJ)**	**176 days**	**Tue 4/16/19**	**Tue 12/17/19**	
29	Phase I Data Collection, Analysis & Report	30 days	Tue 4/16/19	Mon 5/27/19	4,3
30	County Review of Phase I Geotechnical Report	15 days	Wed 9/25/19	Tue 10/15/19	38
31	Prepare Final Geotech Report	30 days	Wed 10/16/19	Tue 11/26/19	30
32	County Review & Approve Final Geotechnical Report	15 days	Wed 11/27/19	Tue 12/17/19	31
33	**Design & Plans Preparation (All Disciplines)**	**301 days**	**Tue 5/7/19**	**Tue 6/30/20**	3
34	Develop Design Alternatives Based on Survey	30 days	Tue 5/7/19	Mon 6/17/19	10
35	15% Design Resolution Meeting	1 day	Tue 6/18/19	Tue 6/18/19	34
36	Typical Section Package & Variations/Exceptions	20 days	Wed 6/19/19	Tue 7/16/19	35
37	County Review/Approve of Typical Section Package	15 days	Wed 7/17/19	Tue 8/6/19	36
38	Phase I Plans (Roadway,BHR, BDR, etc.)	35 days	Wed 8/7/19	Tue 9/24/19	10,37
39	INTERNAL QC Phase I Plans	10 days	Wed 8/28/19	Wed 9/11/19	40SF-10 days
40	County Review of Phase I Plans	15 days	Wed 9/25/19	Tue 10/15/19	38
41	Phase II Plans (Roadway, Drainage & Structures)	40 days	Wed 10/16/19	Tue 12/10/19	40
42	INTERNAL QC Phase II Plans	10 days	Wed 12/11/19	Tue 12/24/19	41
43	County Review of Phase II Plans	15 days	Wed 12/25/19	Tue 1/14/20	42
44	Post Phase II Review Workshop	1 day	Wed 1/29/20	Wed 1/29/20	43FS+10 days
45	Phase III Plans (Roadway, Drainage & Structures)	35 days	Wed 1/15/20	Tue 3/3/20	43
46	INTERNAL QC Phase III Plans	10 days	Wed 2/19/20	Tue 3/3/20	47SS-10 days
47	County Review of Phase III Plans	15 days	Wed 3/4/20	Tue 3/24/20	45
48	Phase IV Plans (Roadway, Drainage & Structures)	15 days	Wed 3/25/20	Tue 4/14/20	47
49	INTERNAL QC Phase IV Plans	10 days	Wed 4/15/20	Tue 4/28/20	48
50	County Review of Phase IV Plans	15 days	Wed 4/29/20	Tue 5/19/20	49
51	Final Plans (Roadway, Drainage & Structures)	15 days	Wed 5/20/20	Tue 6/9/20	50
52	County Acceptance of Final Plans	15 days	Wed 6/10/20	Tue 6/30/20	51
53	**Utility Coordination**	**130 days**	**Tue 9/3/19**	**Mon 3/2/20**	
54	Utility Coordination Phase I	20 days	Wed 9/11/19	Tue 10/8/19	39
55	Utility Coordination FYI	20 days	Wed 12/11/19	Tue 1/7/20	41
56	Optional VVH (if needed)	5 days	Wed 1/8/20	Tue 1/14/20	55
57	Utility Coordination Phase II	20 days	Wed 3/4/20	Tue 3/31/20	46
58	Utility Certification	1 day	Tue 6/9/20	Tue 6/9/20	51FS-1 day
59	**Environmental & Permitting (Scalar)**	**241 days**	**Thu 4/18/19**	**Thu 3/19/20**	
60	Pre-application Meeting with NWFWMD & USACE	23 days	Wed 11/27/19	Fri 12/27/19	41FS-10 days
61	Wetland Delineation & Wildlife Survey	10 days	Tue 4/23/19	Mon 5/6/19	3FS+10 days
62	USCG Bridge Project Questionnaire	5 days	Thu 4/18/19	Wed 4/24/19	3FS+7 days
63	Prepare Permit Application(s)	15 days	Fri 11/8/19	Thu 11/28/19	40FS+17 days
64	County Review of Permit Applications	15 days	Fri 11/29/19	Thu 12/19/19	63
65	Agency Review of Permit Applications	40 days	Fri 12/20/19	Thu 2/13/20	64
66	Respond to RAI from Permitting Agencies	10 days	Fri 1/3/20	Thu 1/16/20	65FS-30 days
67	Agency Review of response to RAI	20 days	Fri 1/17/20	Thu 2/13/20	66
68	Receive Permits	25 days	Fri 2/14/20	Thu 3/19/20	67



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18093 **County Administrator's Report 13. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of $25,000
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for Floridian II Ditch Rehabilitation and Godwin Pit Regional Stormwater Pond Phase II Project, for the Engineering Department - Joy Jones, P.E., Engineering Department Director

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

Vendor/Contractor	Amount	Contract Number
Mott MacDonald Project: Floridian II Ditch Rehabilitation and Godwin Pit Regional Stormwater Pond Phase II Fund: 353 Local Option Sales Tax (LOST) IV Cost Center: 110102 "District 1 Discretionary Funds" Object Code 56301, Project #20EN0951	$48,650	Contract PD 02-03.79 Professional Services

This project is located in Commission District 1.

BACKGROUND:

The Engineering Department utilizes the Abbreviated Selection Procedure to award design Contracts for projects under $50,000. The documentation for this selection process is provided.

Firms were ranked as following on April 2, 2020:

1. Mott MacDonald;
2. Thompson Engineering, Inc.; and
3. Sigma Consulting Group.

Negotiations with Mott MacDonald were held on June 4, 2020.

The Board awarded a continuing Contract, Contract PD 02-03.79 "Professional Services as Governed by Florida Statute 287.055", which shall provide for the issuance of individual Task Orders based on specific scopes of work.Task Orders are individually negotiated based on a Fee Schedule and any additional negotiated services required within the scope of work.

This Task Order will be awarded to Mott MacDonald to provide engineering design services to develop 100% construction plans for associated drainage improvements for the Floridian II Ditch Rehabilitation Project. Professional design will include but not be limited to the drainage system, structural components, and permits from Northwest Florida Water Management District (NWFWMD) and the Florida Department of Transportation (FDOT).

BUDGETARY IMPACT:

Funds for this project are available in:	Amount
Fund 353, LOST IV Cost Center 110102 "District 1 Discretionary Funds", Object Code 56301 Project #20EN0951	$48,650

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval, the Office of Purchasing will issue a Purchase Order.

Attachments

Task Order Backup

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name:	Floridan II Ditch Rehabiliation & Godwin Pit Regional Stomwater Pond Phase II
Project ID:	ENG 2021
Location:	District 1; Floridan II Subdivison
Project Manager:	Grant Dams
Date:	6/5/2020

DESCRIPTION OF REQUEST

I am requesting $48,650 to render complete construction plans for a project within the Floridan II Subdivision in order stop and reverse erosion of the ditch/gully located behind the south properties on Sarasota Street. See attached documentation below for more information.

Attached backup documentation	47	page (s).
Current Completion Date		or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by	330	calendar days.
		Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				
Contract PD	Contractor			
Funds for Original Task Order			$ 48,650.00	$ 48,650.00
Funds for Addendum #				
Task Order PD	Consultant	Mott Macdonald		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD	Contractor			
Funds for Contingency	Consultant			
Funds for Permit Fees	Agency			
Funds for Land Purchases	Owner			
Funds for Title Work	Company			
Contract PD	Contractor			
Funds for				
New Balance of CIP Project			$ (48,650.00)	$ (48,650.00)

Digitally signed by Grant Dams
Date: 2020.06.05 16:36:38 -05'00'

Project Manager

Digitally signed by Robin Lambert
Date: 2020.06.16 15:34:01 -05'00'

Accounting

Digitally signed by James Duncan
Date: 2020.06.05 16:38:46 -05'00'

Deputy Division Manager

Digitally signed by James Duncan
Date: 2020.06.05 16:52:37 -05'00'

Division Manager

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				

	Fund	Project #	Project Name		Amount
To:					

Transfer $

Checklist
Document Review / Signature Request

From	Grant Dams		
Date	2/11/2020		
Description	A/E selection for design services.		
Project	Floridian Ditch Restoration and Godwin Lane Pit Regional Pond Phase II		
Deadline	2/25/2020		
Action Needed	Selection of 3 firms		
Routing Notes			
Routed Thru: Supervisor	Christopher A Curb 2020.02.11 14:52:17 -06'00'	Date	2/11/2020
Routed Thru: Division Manager	Scott R. Sanders cn=Scott R. Sanders, o=Public Works, ou=Engineering, email=scott_sanders@myescambia.com, c=US 2020.02.18 08:48:24 -06'00'	Date	
Routed Thru: Accounting	Digitally signed by Robin Lambert Date: 2020.02.25 09:23:04 -06'00'	Date	
Approved By: County Engineer	Digitally signed by Joy Jones DN: cn=Joy Jones, o=BOCC, ou=Public Works, email=djjones@myescambia.com, c=US Date: 2020.03.26 09:32:21 -05'00'	Date	
County Engineer's Comments	Award shall not be issued until the MSBU and funding allocation has been BCC approved. Due to the design required, firms identified for selection can provide structural engineering professional services.		

Revised 06-27-16

A&E Selection Procedure for Projects less than $50,000*

- A project is formed due to a request for maintenance, drainage, resurfacing, pedestrian improvements, etc.
- A Project Coordinator (PC) is assigned to the project.
- The assigned PC and/or Project Owner shall draft an informal scope for committee, consisting of at least three members. The committee will typically consist of a Senior Manager, the PC, and the Project Owner.
- The PC shall provide a copy of the latest version of the A/E Consultant Selection List, Abbreviated Checklist, Abbreviated A/E Form, and any other related documentation This package shall be routed through their supervisor for short listing consideration.
- The County Engineer shall choose 3 A/E's for short listing from the A/E Consultant Selection List (H:\ENG\FileSystem\Finance\A&E Selection Lists) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
- The short list is returned to the PC to schedule the committee meeting for ranking and selection.
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
- The PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be copied on the selection checklist for an A/E Consultant Selection List update.
- Once formal scope is accepted, PC shall request a fee proposal. **Note: The scope may be discussed outside a formal meeting, but all discussions involving the fee shall be in a formal committee meeting.**
- The PC shall schedule a negotiation meeting with the selected consultant and committee members.
- The Committee shall negotiate the fee with the selected A/E.
- Once the price is agreed upon, the PC shall submit an RFF to Accounting for appropriate signatures and ultimately issuance of a PO. If no agreement, committee moves to negotiate with the second firm.
- Once the PO is received, the PC can issue an NTP for design.

Committee members:
Senior Manager (James Duncan, Chris Curb, or Christine Fanchi)
Project Coordinator (Engineering or Traffic)
Project Owner (CRA, Parks, Road Dept., etc., if applicable)

*This process should take 10 to 14 working days. Revised: 03/31/2020

Abbreviated A&E Selection Checklist

Project Name: Floridian Ditch Restoration and Godwin Lane Pit Regional Pond Phase II

Project ENG#: 2021 Project Coordinator: Grant Dams

- The assigned PC and/or project owner shall draft an informal scope for committee members: Senior Manager, PC from Engineering and/or Traffic, and the project owner. Committee shall consist of a minimum of three members.
  Date: 2/11/2020

- The County Engineer or designee shall choose 3 A/E's from the latest A/E Consultant Selection List (H:\ENG\FileSystem\Finance\A&E Selection Lists) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: 3/26/2020

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 4/2/2020

- Once selection is approved, the PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be informed of the selection to ensure an updated A/E Consultant Selection List can be created.
  Date: 5/6/2020

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: 6/4/2020

- Schedule a Negotiation meeting.
  Date: 6/4/2020

- The Committee shall negotiate the fee with the selected A/E.
  Date: 6/4/2020

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date: 6/5/2020

  County Engineer (Joy Jones)
  Senior Manager (James Duncan, Chris Curb, or Christine Fanchi)

*This process should take 10 to 14 working days. Revised: 03/31/2020

Project Name: Floridian Ditch Restoration and Godwin La Date: 2/11/2020

Task Order / F.S. 286.011 Public Meetings and Records (Sunshine Law)
Checklist

The following checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☐ Construction Based Task Order – Estimated Value $ _____

☑ Study Based Task Order – Estimated Value $ 45,000

Contract Number _____

- Committee members (Print and Sign)

Grant Dams	Digitally signed by Grant Dams Date: 2020.06.05 08:05:32 -05'00'
Chris Curb	Christopher A Curb 2020.06.05 09:10:27 -05'00'
James Duncan	Digitally signed by James Duncan Date: 2020.06.05 08:50:57 -05'00'

- Firms reviewed (please list all firms that were reviewed for possible consideration)

Baskerville	
MottMac	
Sigma	
Thompson	

- Ranking of final three firms
  1. Mott Mac
  2. Thompson
  3. Sigma
- Motion made by: Chris Curb
- Motion seconded by: Grant Dams
- Vote:
  - Unanimous
  - _____
  - _____
- Rank/Decision date
  4/2/2020

Task Order / F.S. 286.011 Public Meetings and Records (Sunshine Law)
Checklist

- Rational for number one firm (Include additional pages, if required)

Familiarity with project.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Date	Time	Location
5/21/2020	10:00am	COC
6/4/2020	10:00am	COC

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

Date	Time	Transmitted to

- Meeting minutes taped, if applicable, or minutes prepared by _____

- If applicable, documented minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Document prepared by (Printed Name)

Digitally signed by Grant Dams
Date: 2020.06.05 15:54:24 -05'00'

Signature

TASK ORDERS ISSUED

Revised: 3/31/2020

CONSULTANT	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Total
360 Survey Services	$ -	$ 24,454.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,454.50
American Consulting	$ 531,606.63	$ 24,310.00	$ 79,215.00	$ 15,549.00	$ 25,290.00		$ 101,366.70	$ -	$ -	$ 634,175.53	$ -	$ 1,521,721.96
Baskerville-Donovan, Inc.	$ 1,174,379.69	$ 261,947.29	$ 54,433.75	$ 145,041.73	$ 334,829.01	$ 45,332.88	$ 130,570.00	$ 44,788.00	$ -	$ -	$ -	$ 3,967,480.46
Bayside Consulting Group	$ 228,790.00	$ -	$ 138,810.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 367,600.00
Biome Consulting Group		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Buchart Horn	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Butler and Associates								$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
Connelly & Wicker, Inc.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Davenport Engineering								$ 106,910.00	$ -	$ -	$ -	$ 106,910.00
David Fitzpatrick	$ 74,988.00	$ 62,713.00	$ 138,360.00	$ 35,512.00	$ 118,652.00	$ 104,011.00	$ 50,456.90	$ -	$ -	$ 92,656.32	$ -	$ 720,948.22
Dewberry Engineers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,338.13	$ -	$ -	$ -	$ 55,338.13
DRMP, Inc.	$ 828,994.99	$ 36,700.41	$ 1,507,431.73	$ 33,182.29	$ 246,331.59	$ 233,854.80	$ 800,000.00	$ 48,921.54	$ 502,530.71	$ 146,885.24	$ 24,615.00	$ 4,784,660.30
Enginneering and Planning Resources	$ 5,000.00	$ 42,205.00	$ 11,500.00	$ 61,835.30	$ 63,870.20	$ 14,987.00	$ 50,838.75	$ -	$ -	$ -	$ -	$ 250,236.25
Fabre Engineering, Inc.	$ 142,643.00	$ 226,946.00	$ 370,387.40	$ 140,785.70	$ 222,677.45	$ -	$ 70,843.10	$ -	$ 34,566.00	$ -	$ -	$ 1,318,100.65
Geci & Associates, Inc.	$ -	$ 9,320.00	$ 4,810.00	$ 4,810.00	$ 17,528.00	$ 29,525.00	$ -	$ -	$ -	$ -	$ -	$ 65,993.00
Geosyntec Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grey Callahan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
H.S.A. Consulting Group	$ -	$ -	$ -	$ 47,839.35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,839.35
Hamlin Consulting	$ -	$ -	$ -	$ 7,191.83	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,191.83
Gulf Civil Engineering LLC	$ -	$ -	$ -	$ -	$ 2,362.37	$ 48,582.24	$ -	$ -	$ -	$ 41,785.14	$ -	$ 92,729.75
Hammond Engineering	$ 123,300.00	$ 131,440.00	$ 85,730.00	$ 77,280.00	$ 76,260.00	$ 6,280.00	$ -	$ 64,350.00	$ -	$ -	$ -	$ 632,523.00
Hatch Mott MacDonald	$ 1,250,226.15	$ 70,540.00	$ 413,865.59	$ 321,949.07	$ 696,826.18	$ 315,175.51	$ 1,337,515.62	$ 1,444,288.69	$ 1,117,633.71	$ 1,721,570.56	$ 452,005.00	$ 9,287,803.08
HDR Engineering	$ 146,675.22	$ 489,467.31	$ 19,648.99	$ 197,582.30	$ 329,064.99	$ 178,402.35	$ 103,990.55	$ 900,555.30	$ 120,625.74	$ 28,803.66	$ 299,638.30	$ 4,511,560.21
Hernandez Calhoun Engineers	$ -	$ -	$ -	$ 29,136.15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,136.15
H.S.A. Consulting Group	$ -	$ -	$ -	$ 110,895.00	$ 5,257.27	$ 33,470.00	$ -	$ -	$ -	$ -	$ -	$ 149,622.27
ICON Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Infrastructure Speciality	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jehle-Halstead, Inc.	$ 141,872.50	$ 194,017.50	$ 1,121,790.00	$ 70,471.06	$ 27,997.50	$ -	$ 98,538.77	$ 93,185.93	$ 46,967.53	$ -	$ -	$ 1,984,365.79
Jerry W. McGuire & Associates	$ 71,555.00	$ 140,667.16	$ -	$ -	$ 24,800.00	$ 21,259.87	$ -	$ 21,482.90	$ -	$ -	$ 30,000.00	$ 339,764.93
Jones Edmunds	$ -	$ -	$ -	$ 110,761.27		$ 47,667.00	$ -	$ -	$ -	$ -	$ -	$ 158,428.27
Larry Jacobs											$ 24,925.00	$ 24,925.00
Kenneth Horne & Associates	$ 56,413.18	$ 199,265.00	$ 153,183.11	$ -	$ -	$ 97,324.30	$ -	$ 35,867.86	$ -	$ 15,145.12	$ -	$ 582,143.79
KMJ Surveyintg	$ 4,935.00	$ 36,345.00	$ -	$ 381,692.79	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 422,972.79
Kisinger Campo and Associates								$ -	$ -	$ 394,829.07	$ -	$ 394,829.07
Mehta and Associates	$ 384,561.39	$ -	$ -	$ -	$ 9,593.49	$ -	$ -	$ -	$ -	$ 95,580.36	$ -	$ 489,735.24
Merrill Parker Shaw	$ 160,120.00	$ 116,227.50	$ -	$ 189,758.96	$ -	$ -	$ -	$ 21,575.00	$ -	$ -	$ -	$ 548,652.39
Metric Engineering	$ 371,053.16	$ 250,173.96	$ -		$ 5,189.80	$ 116,141.15	$ 49,468.35	$ -	$ -	$ -	$ -	$ 792,026.42
Municiple Engineering	$ -	$ -					$ -	$ 36,580.00	$ 99,520.00	$ -	$ -	$ 136,100.00
Neel-Schaffer, Inc.	$ -	$ -	$ -	$ 14,936.00			$ -	$ -	$ -	$ -	$ -	$ 14,936.00
Nova Engineering and Environmental	$ -	$ -	$ -	$ 49,910.00	$ 1,000.00	$ -	$ -	$ -	$ -	$ 35,000.00	$ -	$ 85,910.00
PBS&J/Atkins	$ 638,378.63	$ 45,128.75	$ 916,275.19	$ -	$ 355,757.85	$ 109,869.95	$ -	$ 47,940.74	$ 271,850.05	$ -	$ -	$ 3,265,212.33
Pittman Glaze and Assoc.	$ -	$ 18,025.00	$ -	$ -	$ -	$ 25,661.00	$ 67,530.00	$ -	$ -	$ -	$ -	$ 111,216.00
Preble Rish	$ -	$ -	$ -	$ -	$ -	$ 74,831.50	$ -	$ -	$ -	$ -	$ -	$ 74,831.50
Rebol-Battle and Associates	$ 494,484.51	$ 195,774.56	$ 906,213.00		$ 176,459.51	$ 255,955.25	$ -	$ 128,057.70	$ 148,820.74	$ -	$ -	$ 2,473,561.31
R. W. Beck	$ -	$ -	$ -	$ 113,370.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 113,370.00
Sigma Consulting	$ 78,900.00	$ 177,310.00	$ 184,940.00	$ 16,751.05	$ 51,945.00	$ 48,075.00	$ 115,325.00	$ 245,730.00	$ 111,523.00	$ 389,112.00	$ 159,595.00	$ 1,579,206.05
Singhofen and Associates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Southeastern Archeological	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,844.70	$ -	$ -	$ -	$ -	$ 18,844.70
Southern Surveying						$ 11,740.00	$ -	$ -	$ -	$ -	$ -	$ 11,740.00
Southern Site & Utility Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Swift and Hernandez	$ -	$ 2,970.00	$ -	$ 25,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 28,770.00
The Wit Group	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Terracon Consultants (aka Gallet & Asociates)	$ -	$ -	$ -	$ 18,500.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,500.00
Thompson Engineering	$ 167,754.50	$ 17,230.00	$ -	$ 162,350.58	$ 23,000.00	$ -	$ 157,395.95	$ 16,504.33	$ 24,800.00	$ 53,121.92	$ -	$ 679,769.28
Volkert Construction Services	$ 237,794.68	$ 16,530.00	$ 30,293.58	$ -	$ 46,993.12	$ 479,436.31	$ 546,427.00	$ 49,700.00	$ 286,848.87	$ 49,984.48	$ 15,140.00	$ 1,762,346.94
Wetland Sciences	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,800.00	$ -	$ -	$ -	$ 9,800.00
W. K. Dickson	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -
Totals	$ 7,314,426.23	$ 2,789,707.94	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 3,698,649.40	$ 1,005,918.30	$ 44,088,806.91
Check Balance	$ 7,314,426.23	$ 2,789,707.94	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,315,982.11	$ 3,699,111.39	$ 3,396,576.12	$ 2,765,686.35	$ 3,698,649.40	$ 1,005,918.30	$ 44,088,806.91
Total Task Orders												0

Date: January 31, 2005
Prepared by: Robin Lambert

Floridan Ditch Rehabilitation/Godwin Lane Pit Pond Phase II

Scope of Work

Background:

The Floridan II Gully is a 642-foot ditch that conveys stormwater west from the intersection of North Blue Angel Parkway and Godwin Lane into wetlands that outfall into 8-Mile Creek. The gully is located within 8 separate parcels of the Floridian II Subdivision and is therefore privately owned. Since 2012, there have been complaints that erosion has occurred along the entire length of the gully impacting the stability of the slope. In 2015 the residents at 6432 Sarasota Street reported that their fence had been undermined and that a large hole developed in their backyard due to the subject erosion. Undercutting of the embankment has also begun to occur. The residents at 6438 and 6450 Sarasota Street also reported erosion and loss of stabilization of the bank in the gully at their residence.

The subject erosion has been caused by a combination of runoff from roof and yard drain flow received from the Godwin Lane discharge pipe. The erosion of the yards of the residents along Sarasota Street that has been caused by roof/yard runoff has led to the vegetative groundcover in the yards being damaged and further weakening the slope in the gully. The *Floridan Ditch Rehabilitation/Godwin Lane Pit Pond Phase I* is a project that is currently under design that will redirect approximately 200 acres of overland flow from the gully into a pit permitted as a regional stormwater pond. The intent of Phase II is to armor the north slope of the gully to provide a stable conveyance for the stormwater runoff that is directed to the gully.

Some repairs to the slope of the gully have already been performed by the homeowner at 6426 Sarasota Street. The repairs include the planting of Jasmine for groundcover, the placement of riprap, and the construction of a small flume and drain to the bottom of the gully. However, erosion of the gully has continued to occur.

An engineering report and *Estimate of Probable Cost Study* for the possible rehabilitation of the gully was prepared by a consulting engineer and submitted on September 18, 2019. The report and estimate provided two options for remediation of the erosion of the gully. The options were presented to the residents on Sarasota Street for creating an MSBU, with the majority of the residents agreeing to undertake **Option 2**. Option 2 is a full rehabilitation of the majority of the gully using a public MSBU and is expected to cost around $473,890. The proposed rehabilitation would be limited to stabilization and protection of the gully but does not include reshaping the gully. In addition, Option 2 includes the lessening of unstable slopes and an 18-inch layer of riprap over bedding stone and filter fabric from the east end to the west end of the gully. The County would maintain a permanent easement over the extent of the project and would be responsible for maintenance of the improvements.

Scope of Work Tasks:

Provide engineering study, subsurface exploratory services, and geotechnical services to develop a conceptual plan and 100% construction plans for the rehabilitation of stormwater management facilities, and associated conveyance improvements. A survey is in the process of being conducted and the *Estimate of Probable Cost Study* has been attached to the end of the document.

This project consists of the following tasks:

1. Coordinate with the County Survey Department, as necessary to provide all survey work necessary for the project design. Survey will be provided when completed.
2. Coordinate with County Survey Department to prepare drainage easement descriptions, outlining the limits of the easements in accordance with design, as will be necessary for the project to proceed.
3. Provide geotechnical services to develop construction plans.
4. Develop conceptual plan for design consideration and land acquisition as necessary.
5. Provide 100% permitted construction plans for a drainage system for a 100-year storm event within the contributing basin and project area. Drainage conveyance improvements shall satisfy 25-year design storm event. This will include all necessary coordination meetings, plan submittals for 30%, 90%, 100% and final bid plan. This design project will adhere to the Escambia County Technical Specifications, code requirements, and regulatory requirements.
6. Obtain all required permits including ERP permits with all applicable permit fees
7. Prepare bid package documents, attend pre-bid meeting, prepare bid addendums as necessary, and tabulate bids.
8. Provide minimal technical inspection services and plan interpretations for the construction phase, as necessary, to provide as-built certification.
9. Provide applicable as-built certifications, drawings for regulatory permits and Escambia County.

Deliverables:

All plans will be submitted via hardcopy and as digital PDF and AutoCAD files.

Estimated Cost:

- Design: $45,000
- Construction: $473,890

Total: $518,890

Estimate of Probable Cost Study
Floridian II Gully Erosion Rehabilitation
Escambia County, FL

September 18, 2019

Prepared For:
Escambia County Engineering Department
3363 West Park Place
Pensacola, FL 32505

Prepared By:
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AAC000035 EB0000155 LB00006783

Summary

The gully located on the south side of the Floridian II subdivision parallel to Sarasota Street conveys drainage from the intersection of N Blue Angel Parkway and Godwin Lane toward the west into pond areas which drain to 8 Mile Creek. This gully has experienced erosion along the full length. Several areas of erosion along the north embankment have extended into the residential yards. The purpose of this study was to determine probable costs for correcting the eroded areas and placing protection against future erosion.

Option 1 – Limited Erosion Protection
Erosion is threatening stability of the back yards of five properties along the north side of the gully. Option 1 provides rehabilitation and erosion protection along these five problem areas only.

Rehabilitation and erosion protection for Option 1 = $87,988

Option 2 – Gully Rehabilitation
Erosion has reduced embankment stability along the full length of the gully. Option 2 provides rehabilitation and erosion protection along the full length of the gully and produces a condition that can be county maintained. Rehabilitation is limited to stabilizing potential problem areas and does not include reshaping and protection of the complete gully area.

Rehabilitation and erosion protection for Option 2 = $473,890

Estimates shown in this report should be considered as an opinion of probable cost required to perform the work based on likely construction techniques and current history of costs and should not be regarded as a guarantee that the erosion problems can be corrected without exceeding these values.

This report has been digitally signed and sealed by:



Bart F Hendricks
2019.09.18 14:17:19 -05'00'

on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Bart F. Hendricks, P.E. No. 51391
Mott MacDonald Florida, LLC
220 West Garden Street, Suite 700
Pensacola, Florida 32502
Certificate of Authorization No. 155

Table of Contents

Summary 2
Table of Contents 3
Table of Figures 3
Introduction 4
Construction Access 5
Rehabilitation Construction Methods 7
Option 1 – Limited Erosion Protection 8
Option 2 – Gully Rehabilitation 15

Table of Figures

Figure 1 - Floridian II Gully Site Plan 4
Figure 2 - N Blue Angel Parkway West Shoulder 5
Figure 3 - Culvert Headwall 8-Foot Drop 6
Figure 4 - Access Path for Small Equipment 6
Figure 5 - House No. 6414 Retaining Wall 7
Figure 6 - Erosion House No. 6450 8
Figure 7 - Erosion House No. 6444/6450 9
Figure 8 - Erosion House No. 6444 9
Figure 9 - Erosion Hole at Top Embankment 10
Figure 10 - Erosion at House No. 6438 10
Figure 11 - Erosion in Yard at House No. 6432 11
Figure 12 - Erosion at House No. 6432 11
Figure 13 - Drainage Pipe and Riprap at House No. 6426 12
Figure 14 - Drainage Pipe and Jasmine at House No. 6426 12
Figure 15 - Erosion at House No. 6420 13
Figure 16 - Riprap along Fence at House No. 6420 13
Figure 17 - Option 1 Opinion of Probable Cost 14
Figure 18 - Looking West at House No. 6414 15
Figure 19 - Steep Embankment at House No. 6426 16
Figure 20 - Steep Embankment House No. 6426/6432 16
Figure 21 - Undercut Embankment House No. 6438 17
Figure 22 - Looking East at House No. 6450 17
Figure 23 - Option 2 Opinion of Probable Cost 18

Introduction

The gully located on the south side of the Floridian II subdivision parallel to Sarasota Street conveys drainage from the intersection of N Blue Angel Parkway and Godwin Lane toward the west into pond areas which drain to 8 Mile Creek. The gully is fed by a 6'x4' box culvert on the east end conveying water from the north side of the North Blue Angel Parkway and Godwin Lane intersection. Extensive erosion has occurred along the full length of the gully from the culvert flow combined with flow from roof gutter and yard drains. Several areas of erosion along the north embankment have extended into or pose a yard threat at house numbers 6420, 6432, 6438, 6444, and 6450 along Sarasota Street.



Figure 1 - Floridian II Gully Site Plan

The purpose of this study was to determine probable costs for correcting the eroded areas and placing protection against future erosion. Both a minimal required option and a more comprehensive option are considered for the gully rehabilitation.

Construction Access

Gully rehabilitation construction activities will be complicated by the lack of easy access to the site. There is a retention pond at the end of Sarasota Street with no path to the west end of the gully. Houses along the gully have approximately 8 feet of traversable space between them but using this space will require considerable cost to repair construction damage. There is an area 29 feet wide and 80 feet long adjacent to North Blue Angel Parkway that can serve as a set-up location for equipment on the east end of the gully (see Figure 2). Accessing the gully with vehicles from this set-up location will require the construction of a service path with width depending on the vehicles used. A 1:1.5 minimum embankment slope will be required to provide an 8-foot wide path while avoiding obstructing culvert flow which would allow a typical backhoe to access the gully. If vehicles are limited to mini-excavators and Bobcats, a smaller 6-foot wide path can be utilized. In addition to tree and bush removal in rehabilitation areas, there is considerable organic debris along the bottom of the gully that will require removal for access.



Figure 2 - N Blue Angel Parkway West Shoulder



Figure 3 - Culvert Headwall 8-Foot Drop



Figure 4 - Access Path for Small Equipment

Rehabilitation Construction Methods

The process of filling eroded areas and applying protection against future erosion will require multiple construction activities including mobilization, maintenance of traffic, clearing, debris removal, borrow fill, fencing, sod placement, and constructing some type of erosion protection. The eroded areas can be filled with dirt, gravel, riprap or flowable fill. Retaining walls such as concrete gravity, gabion, sheet piles, wire face MSE, flexible MSE, timber pile or others could be used to retain the embankment where the fill slope exceeds an acceptable level. Recently constructed house numbers 6408 and 6414 use a timber pile retaining wall to level their back yards adjacent to the gully. Conventional retaining walls are a legitimate option when the slope can be accessed from the adjacent property. Limited access to the eroded areas will favor rehabilitation methods that use small equipment and easily transportable materials. Eroded areas can be filled with sand, dirt, gravel, or flowable fill by pumping from the set-up location. Embankment can be protected with riprap where slopes do not exceed 1:1.5. Performing enough clearing and grubbing to allow small vehicle access for removing debris and supplying materials will likely result in lower unit prices compared to using a portable conveyor system with minimal clearing.



Figure 5 - House No. 6414 Retaining Wall

Option 1 – Limited Erosion Protection

Erosion is threatening stability of the back yards of five properties along the north side of the gully. Option 1 provides rehabilitation and erosion protection along these five problem areas only. Clearing and debris removal is limited to what is required to access these areas and perform rehabilitation activities using small equipment. All vulnerable areas can be protected with an 18-inch thick layer of riprap over bedding stone and filter fabric placed with a maximum slope of 1:1.5. A 3-foot minimum top berm and 2-foot buried toe is used for quantities. The probable rehabilitation cost for Option 1 is shown in Figure 17 with unit prices taken from the current Escambia County Paving and Drainage Pricing Agreement for most items. Maximum unit prices are appropriate for this location and a 25% contingency is included based on the variability of existing conditions.

The area behind house number 6450 has an eroded area 32-foot long x 14-foot wide x 5-foot deep. This eroded area has extended underneath the privacy fence in the past, but the yard in this area has been repaired. The eroded area at the fence line has exposed the bottom of the fence posts and the embankment in this area is not stable. Gutter and yard drain pipes discharge at the top of the slope which contributes to the problem by eroding the soil around tree roots and other vegetation that stabilizes the embankment.



Figure 6 - Erosion House No. 6450



Figure 7 - Erosion House No. 6444/6450

The area behind house number 6444 has an eroded area 34-foot long x 11-foot wide x 6-foot deep which begins approximately 6 feet from the privacy fence. A large tree has fallen in this area and there are several large erosion holes at the top of the embankment. Gutter and yard drain pipes discharge at the top of the slope which contributes to the problem by eroding the soil around tree roots and other vegetation that stabilizes the embankment.



Figure 8 - Erosion House No. 6444



Figure 9 - Erosion Hole at Top Embankment

The area behind house number 6438 has an eroded area 7-foot long x 11-foot wide x 3-foot deep located around a 9-inch diameter drain pipe.



Figure 10 - Erosion at House No. 6438

The area behind house number 6432 has an eroded area 18-foot long x 16-foot wide x 9.5-foot deep which extends 4 feet into the yard. The owners have placed a plywood barricade around the eroded section which extends into their yard.



Figure 11 - Erosion in Yard at House No. 6432



Figure 12 - Erosion at House No. 6432

The area behind house number 6426 has adequate erosion protection from vegetation including jasmine planted at the top of the slope, riprap, and drain pipes and a flume that extends to the gully.



Figure 13 - Drainage Pipe and Riprap at House No. 6426



Figure 14 - Drainage Pipe and Jasmine at House No. 6426

The area behind house number 6420 has an eroded area 30-foot long x 18-foot wide x 6-foot deep which starts approximately 4 feet from the privacy fence. The owner has repaired minor yard erosion and has placed ditch lining riprap along the fence.



Figure 15 - Erosion at House No. 6420



Figure 16 - Riprap along Fence at House No. 6420

Option 1 - Limited Erosion Protection Opinion of Probable Cost					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Maintenance of Traffic (flagging for entrance/exit)	DA	30	$ 135.50	$ 4,065.00
2	2~Variable Message Boards	EA/DA	60	$ 38.50	$ 2,310.00
3	Silt Fence Type III (placed across gully end)	LF	30	$ 4.00	$ 120.00
4	Clearing and Grubbing (includes trees < 12" dia.)				
	Access area 6' wide x 470' long	SY	313.3	$ 9.00	$ 2,820.00
	House 6450	SY	49.8	$ 9.00	$ 448.00
	House 6444	SY	41.6	$ 9.00	$ 374.00
	House 6438	SY	8.6	$ 9.00	$ 77.00
	House 6432	SY	24.0	$ 9.00	$ 216.00
	House 6420	SY	60.0	$ 9.00	$ 540.00
5	Remove Tree 25" - 48"	EA	2	$ 1,800.00	$ 3,600.00
6	Excavation by Machine (riprap toe and shaping)	CY	184	$ 9.00	$ 1,653.00
7	Excavation by Hand (House 6432)	CY	3	$ 230.00	$ 613.33
8	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2				
	House 6450	CY	28	$ 21.00	$ 597.33
	House 6444	CY	43	$ 21.00	$ 892.50
	House 6432	CY	89	$ 21.00	$ 1,878.63
	House 6420	CY	38	$ 21.00	$ 787.50
9	Riprap 18" Depth with 4" bedding stone and geotextile				
	Access entrance	SY	46.3	$ 160.00	$ 7,403.45
	House 6450	SY	49.8	$ 160.00	$ 7,972.34
	House 6444	SY	59.8	$ 160.00	$ 9,560.29
	House 6438	SY	5.3	$ 160.00	$ 846.57
	House 6432	SY	44.3	$ 160.00	$ 7,080.44
	House 6420	SY	52.7	$ 160.00	$ 8,435.55
10	Drain Extensions	LF	320.0	$ 2.00	$ 640.00
11	6' Wood Fence (Non alternating Vertical Boards)	LF	50.0	$ 20.00	$ 1,000.00
12	Centipede Sod	SY	12	$ 5.00	$ 60.00
	Sub Total				**$63,990.92**
13	**10% Mobilization**				**$6,399.09**
14	**25% Contingency**				**$17,597.50**
	Total Cost				**$87,988**

Figure 17 - Option 1 Opinion of Probable Cost

Option 2 – Gully Rehabilitation

Erosion has reduced embankment stability along the full length of the gully. Option 2 provides rehabilitation and erosion protection along the full length of the gully and produces a condition that can be county maintained. County maintenance will require access to typical construction equipment and a wider access path. Rehabilitation is limited to stabilizing potential problem areas and does not include reshaping and protection of the complete gully area. In addition to areas restored and protected in Option 1, lower unstable side slopes and an 8-foot width of the gully bottom are protected with an 18-inch thick layer of riprap over bedding stone and filter fabric from the east end to the west side of house number 6408. The probable rehabilitation cost for Option 2 is shown in Figure 23 with unit prices taken from the current Escambia County Paving and Drainage Pricing Agreement for most items. Maximum unit prices are appropriate for this location and a 25% contingency is included based on the variability of existing conditions.



Figure 18 - Looking West at House No. 6414



Figure 19 - Steep Embankment at House No. 6426



Figure 20 - Steep Embankment House No. 6426/6432



Figure 21 - Undercut Embankment House No. 6438



Figure 22 - Looking East at House No. 6450

Option 2 - Gully Rehabilitation Opinion of Probable Cost					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Maintenance of Traffic (flagging for entrance/exit)	DA	60	$ 135.50	$ 8,130.00
2	2~Variable Message Boards	EA/DA	120	$ 38.50	$ 4,620.00
3	Silt Fence Type III (placed across gully end)	LF	60	$ 4.00	$ 240.00
4	Clearing and Grubbing (includes trees < 12" dia.)				
	Access area and lower gully, 20' x 642' long	SY	1426.7	$ 9.00	$ 12,840.00
	House 6450	SY	49.8	$ 9.00	$ 448.00
	House 6444	SY	41.6	$ 9.00	$ 374.00
	House 6438	SY	8.6	$ 9.00	$ 77.00
	House 6432	SY	24.0	$ 9.00	$ 216.00
	House 6420	SY	60.0	$ 9.00	$ 540.00
5	Remove Tree 25" - 48"	EA	6	$ 1,800.00	$ 10,800.00
6	Excavation by Machine (riprap toe and shaping)	CY	1030	$ 9.00	$ 9,273.67
7	Excavation by Hand (House 6432)	CY	3	$ 230.00	$ 613.33
8	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2				
	Lower gully	CY	1284	$ 21.00	$ 26,964.00
	House 6450	CY	28	$ 21.00	$ 597.33
	House 6444	CY	43	$ 21.00	$ 892.50
	House 6432	CY	89	$ 21.00	$ 1,878.63
	House 6420	CY	38	$ 21.00	$ 787.50
9	Riprap 18" Depth with 4" bedding stone and geotextile				
	Access entrance and lower gully	SY	1426.7	$ 160.00	$ 228,266.67
	House 6450	SY	49.8	$ 160.00	$ 7,972.34
	House 6444	SY	59.8	$ 160.00	$ 9,560.29
	House 6438	SY	5.3	$ 160.00	$ 846.57
	House 6432	SY	44.3	$ 160.00	$ 7,080.44
	House 6420	SY	52.7	$ 160.00	$ 8,435.55
10	Gravel Construction Entrance	SY	42.7	$ 35.00	$ 1,493.33
11	Drain Extensions	LF	320.0	$ 2.00	$ 640.00
12	6' Wood Fence (Non alternating Vertical Boards)	LF	50.0	$ 20.00	$ 1,000.00
13	Centipede Sod	SY	12	$ 5.00	$ 60.00
	Sub Total				**$344,647.14**
14	**10% Mobilization**				**$34,464.71**
15	**25% Contingency**				**$94,777.96**
	Total Cost				**$473,890**

Figure 23 - Option 2 Opinion of Probable Cost

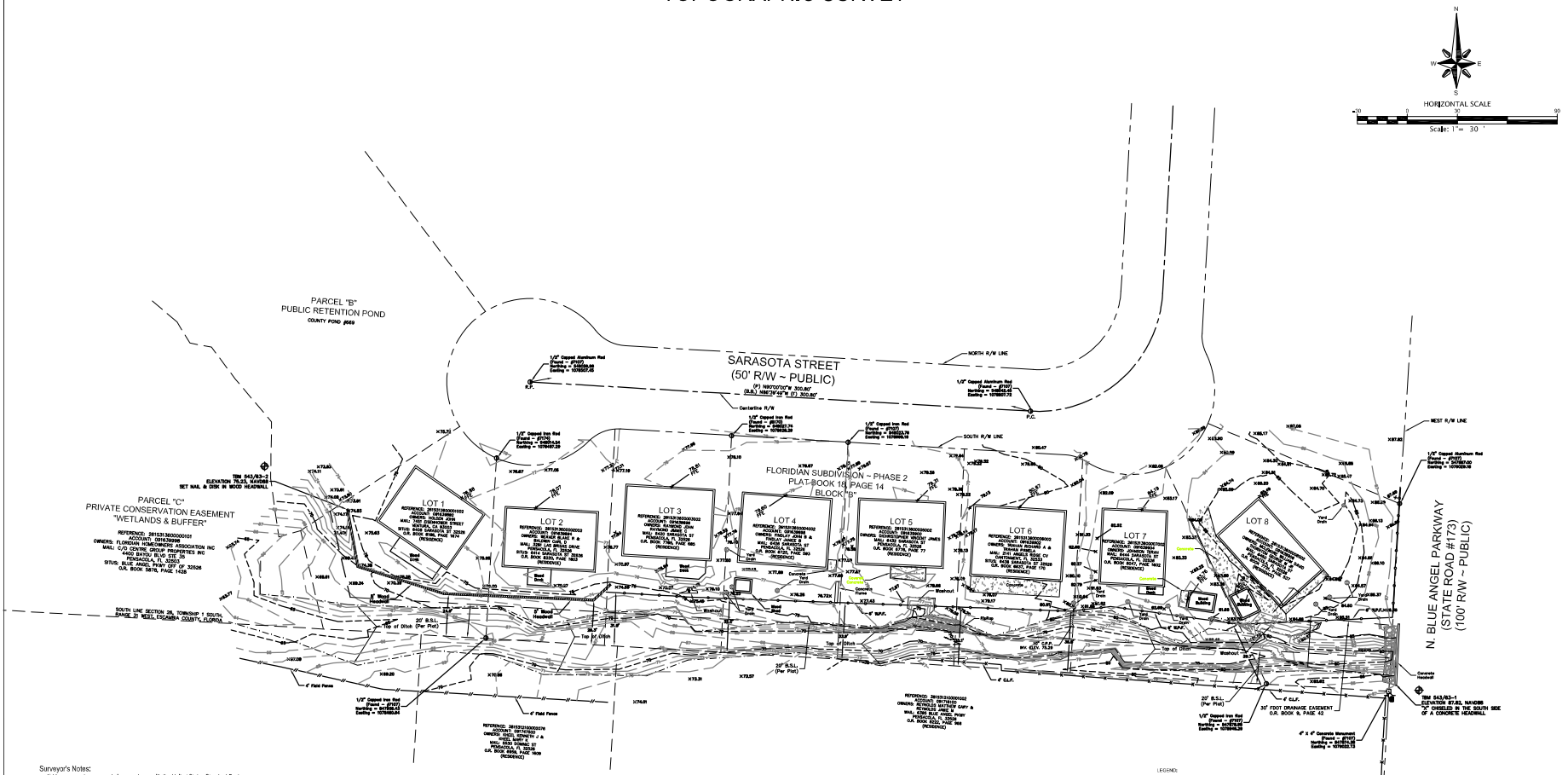
Option 1 - Limited Erosion Protection with Riprap at Eroded Areas Opinion of Probable Cost					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Maintenance of Traffic (flagging for entrance/exit)	DA	30	$ 135.50	$ 4,065.00
2	2~Variable Message Boards	EA/DA	60	$ 38.50	$ 2,310.00
3	Silt Fence Type III (placed across gully end)	LF	30	$ 4.00	$ 120.00
4	Clearing and Grubbing (includes trees < 12" dia.)				
	Access area 6' wide x 470' long	SY	313.3	$ 9.00	$ 2,820.00
	House 6450	SY	49.8	$ 9.00	$ 448.00
	House 6444	SY	41.6	$ 9.00	$ 374.00
	House 6438	SY	8.6	$ 9.00	$ 77.00
	House 6432	SY	24.0	$ 9.00	$ 216.00
	House 6420	SY	60.0	$ 9.00	$ 540.00
5	Remove Tree 25" - 48"	EA	2	$ 1,800.00	$ 3,600.00
6	Excavation by Machine (riprap toe and shaping)	CY	184	$ 9.00	$ 1,653.00
7	Excavation by Hand (House 6432)	CY	3	$ 230.00	$ 613.33
8	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2				
	House 6450	CY	28	$ 21.00	$ 597.33
	House 6444	CY	43	$ 21.00	$ 892.50
	House 6432	CY	89	$ 21.00	$ 1,878.63
	House 6420	CY	38	$ 21.00	$ 787.50
9	Riprap 18" Depth with 4" bedding stone and geotextile				
	Access entrance	SY	46.3	$ 160.00	$ 7,403.45
	House 6450	SY	49.8	$ 160.00	$ 7,972.34
	House 6444	SY	59.8	$ 160.00	$ 9,560.29
	House 6438	SY	5.3	$ 160.00	$ 846.57
	House 6432	SY	44.3	$ 160.00	$ 7,080.44
	House 6420	SY	52.7	$ 160.00	$ 8,435.55
10	Drain Extensions	LF	320.0	$ 2.00	$ 640.00
11	6' Wood Fence (Non alternating Vertical Boards)	LF	50.0	$ 20.00	$ 1,000.00
12	Centipede Sod	SY	12	$ 5.00	$ 60.00
	Sub Total				**$63,990.92**
13	**10% Mobilization**				**$6,399.09**
14	**25% Contingency**				**$17,597.50**
	Total Construction Cost				**$87,988**
16	**Permitting**				$ 2,000.00
17	**Engineering and CEI (20%)**				$ 17,597.60
	Total Project Cost				**$ 107,585.60**

Option 1B - Limited Erosion Protection with Riprap and Timber Wall at House 6432 Opinion of Probable Cost					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Maintenance of Traffic (flagging for entrance/exit)	DA	30	$ 135.50	$ 4,065.00
2	2~Variable Message Boards	EA/DA	60	$ 38.50	$ 2,310.00
3	Silt Fence Type III (placed across gully end)	LF	30	$ 4.00	$ 120.00
4	Clearing and Grubbing (includes trees < 12" dia.)				
	Access area 6' wide x 470' long	SY	313.3	$ 9.00	$ 2,820.00
	House 6450	SY	49.8	$ 9.00	$ 448.00
	House 6444	SY	41.6	$ 9.00	$ 374.00
	House 6438	SY	8.6	$ 9.00	$ 77.00
	House 6432	SY	37.3	$ 9.00	$ 336.00
	House 6420	SY	60.0	$ 9.00	$ 540.00
5	Remove Tree 25" - 48"	EA	2	$ 1,800.00	$ 3,600.00
6	Excavation by Machine (riprap toe and shaping)	CY	188	$ 9.00	$ 1,693.00
7	Excavation by Hand (House 6432)	CY	3	$ 230.00	$ 613.33
8	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2				
	House 6450	CY	28	$ 21.00	$ 597.33
	House 6444	CY	43	$ 21.00	$ 892.50
	House 6432	CY	31	$ 21.00	$ 653.63
	House 6420	CY	38	$ 21.00	$ 787.50
9	Riprap 18" Depth with 4" bedding stone and geotextile				
	Access entrance	SY	46.3	$ 160.00	$ 7,403.45
	House 6450	SY	49.8	$ 160.00	$ 7,972.34
	House 6444	SY	59.8	$ 160.00	$ 9,560.29
	House 6438	SY	5.3	$ 160.00	$ 846.57
	House 6432	SY	21.9	$ 160.00	$ 3,502.84
	House 6420	SY	52.7	$ 160.00	$ 8,435.55
10	Timber Retaining Wall (5' retained height)				
	House 6432	LF	28.0	$ 187.00	$ 5,236.00
11	Drain Extensions	LF	320.0	$ 2.00	$ 640.00
12	6' Wood Privacy Fence (Non alternating Vertical Boards)	LF	50.0	$ 20.00	$ 1,000.00
13	Centipede Sod	SY	12	$ 5.00	$ 60.00
	Sub Total				**$ 64,584.32**
14	**10% Mobilization**				**$ 6,458.43**
15	**25% Contingency**				**$ 17,760.69**
	Total Construction Cost				**$ 88,804.00**
16	**Permitting**				$ 2,000.00
17	**Engineering and CEI (20%)**				$ 17,760.80
	Total Project Cost				**$ 108,564.80**

Option 1C - 8' High Timber Retaining Wall along North Side Opinion of Probable Cost					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Maintenance of Traffic (flagging for entrance/exit)	DA	30	$ 135.50	$ 4,065.00
2	2~Variable Message Boards	EA/DA	60	$ 38.50	$ 2,310.00
3	Silt Fence Type III (placed across gully end)	LF	30	$ 4.00	$ 120.00
4	Clearing and Grubbing (includes trees < 12" dia.)				
	Access area 6' wide x 470' long	SY	313.3	$ 9.00	$ 2,820.00
	House 6450	SY	49.8	$ 9.00	$ 448.00
	House 6444	SY	41.6	$ 9.00	$ 374.00
	House 6438	SY	8.6	$ 9.00	$ 77.00
	House 6432	SY	24.0	$ 9.00	$ 216.00
	House 6420	SY	60.0	$ 9.00	$ 540.00
5	Remove Tree 25" - 48"	EA	2	$ 1,800.00	$ 3,600.00
6	Excavation by Machine (riprap toe and shaping)	CY	70	$ 9.00	$ 626.67
7	Excavation by Hand (House 6432)	CY	3	$ 230.00	$ 613.33
8	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2				
	House 6450	CY	28	$ 21.00	$ 597.33
	House 6444	CY	43	$ 21.00	$ 892.50
	House 6432	CY	89	$ 21.00	$ 1,878.63
	House 6420	CY	38	$ 21.00	$ 787.50
9	Riprap 18" Depth with 4" bedding stone and geotextile				
	Access entrance	SY	46.3	$ 160.00	$ 7,403.45
	Along wall base (4' wide)	SY	208.9	$ 160.00	$ 33,422.22
10	Timber Retaining Wall (8' retained height)				
	Along full length north side (470')	LF	470.0	$ 1,146.00	$ 538,620.00
11	Drain Extensions	LF	320.0	$ 2.00	$ 640.00
12	6' Wood Privacy Fence (Non alternating Vertical Boards)	LF	50.0	$ 20.00	$ 1,000.00
13	Centipede Sod	SY	325	$ 5.00	$ 1,626.67
	Sub Total				**$ 602,678.30**
14	**10% Mobilization**				**$ 60,267.83**
15	**25% Contingency**				**$ 165,736.53**
	Total Construction Cost				**$ 828,683.00**
16	**Permitting**				$ 2,000.00
17	**Engineering and CEI (15%)**				$ 124,302.45
	Total Project Cost				**$ 954,985.45**

Option 2 - Gully Rehabilitation with Riprap Opinion of Probable Cost					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total**
1	Maintenance of Traffic (flagging for entrance/exit)	DA	60	$ 135.50	$ 8,130.00
2	2~Variable Message Boards	EA/DA	120	$ 38.50	$ 4,620.00
3	Silt Fence Type III (placed across gully end)	LF	60	$ 4.00	$ 240.00
4	Clearing and Grubbing (includes trees < 12" dia.)				
	Access area and lower gully, 20' x 642' long	SY	1426.7	$ 9.00	$ 12,840.00
	House 6450	SY	49.8	$ 9.00	$ 448.00
	House 6444	SY	41.6	$ 9.00	$ 374.00
	House 6438	SY	8.6	$ 9.00	$ 77.00
	House 6432	SY	24.0	$ 9.00	$ 216.00
	House 6420	SY	60.0	$ 9.00	$ 540.00
5	Remove Tree 25" - 48"	EA	6	$ 1,800.00	$ 10,800.00
6	Excavation by Machine (riprap toe and shaping)	CY	1030	$ 9.00	$ 9,273.67
7	Excavation by Hand (House 6432)	CY	3	$ 230.00	$ 613.33
8	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2				
	Lower gully	CY	1284	$ 21.00	$ 26,964.00
	House 6450	CY	28	$ 21.00	$ 597.33
	House 6444	CY	43	$ 21.00	$ 892.50
	House 6432	CY	89	$ 21.00	$ 1,878.63
	House 6420	CY	38	$ 21.00	$ 787.50
9	Riprap 18" Depth with 4" bedding stone and geotextile				
	Access entrance and lower gully	SY	1426.7	$ 160.00	$ 228,266.67
	House 6450	SY	49.8	$ 160.00	$ 7,972.34
	House 6444	SY	59.8	$ 160.00	$ 9,560.29
	House 6438	SY	5.3	$ 160.00	$ 846.57
	House 6432	SY	44.3	$ 160.00	$ 7,080.44
	House 6420	SY	52.7	$ 160.00	$ 8,435.55
10	Gravel Construction Entrance	SY	42.7	$ 35.00	$ 1,493.33
11	Drain Extensions	LF	320.0	$ 2.00	$ 640.00
12	6' Wood Fence (Non alternating Vertical Boards)	LF	50.0	$ 20.00	$ 1,000.00
13	Centipede Sod	SY	12	$ 5.00	$ 60.00
	Sub Total				**$344,647.14**
14	**10% Mobilization**				**$34,464.71**
15	**25% Contingency**				**$94,777.96**
	Total Construction Cost				**$473,890**
16	**Permitting**				$ 2,000.00
17	**Engineering and CEI (15%)**				$ 71,083.50
	Total Project Cost				**$ 546,973.50**

TOPOGRAPHIC SURVEY



Surveyor's Notes:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
   d. The centerline R/W of Sarasota Street being N86°39'49"W.
3) The vertical elevations as shown hereon are referenced to Florida Department of Transportation (FDOT) Vertical Control Network and are based on North American Vertical Datum of 1988 (NAVD88).
4) To ensure that any contractor, engineer, or surveyor is on the same vertical datum, it is imperative that they use the benchmarks and elevations shown hereon. In addition, a check between benchmarks needs to be performed to verify that no one benchmark has been disturbed.
5) The horizontal positions shown hereon were derived from the utilization of a TopCon Hiper V Real Time Kinematic (RTK) Global Positioning System (GPS dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN). Periodic checks into known horizontal control with published coordinates were performed to ensure the quality of the data being collected.
6) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the topographic survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
7) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, rights-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
8) Locations are limited to visual improvements only.
9) No existing improvements were located other than those shown hereon.
10) This survey does not reflect, determine, or guarantee ownership.
11) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
12) No attempt was made to locate written or unwritten easements or right of ways other than those shown hereon.
13) Any items shown hereon and designated as "For Illustrative Purposes Only", has not been field verified by the undersigned, and is for visual representation only.
14) No boundary survey was performed for, or during, this topographic survey. Right of way and parcel lines are based on the Escambia County Property appraiser's maps and existing field monumentation.
15) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
16) The topographic survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
17) The topographic survey and report are not full and complete without the other.
18) No other person(s) and/or entity(ies) other than those certified to above may use this topographic survey or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
19) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
20) Documents used in the preparation of this topographic survey: a copy of the plat of Floridian – Phase 2, Plat Book 18, Page 14, as recorded in the Public Records of Escambia County, Florida; a FDOT R/W Map of a portion of Blue Angel Parkway, Section 48205-2502, Sheet 6 of 12; a copy of O.R. Book 9, Page 41; and Escambia County Property Appraiser's Maps.

LEGEND

- ▪ POWER POLE
- ▪ TELEPHONE PEDESTAL
- W.P.F. - WOOD PRIVACY FENCE
- C.L.F. - CHAIN LINK FENCE
- FFE= FINISHED FLOOR ELEVATION
- B.S.L. - BUILDING SETBACK LINE
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- R/W - RIGHT-OF-WAY
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- R/W - RIGHT-OF-WAY
- INV. ELEV. - INVERT ELEVATION
- C.P.P. - CORRUGATED PLASTIC PIPE
- O.R. BOOK - OFFICIAL RECORD BOOK
- TBM - TEMPORARY BENCHMARK
- FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
- NAVD88 - NORTH AMERICAN VERTICAL DATUM OF 1988
- X 84.7 - SPOT ELEVATION
- ▪ R/W LINE
- ▪ PROPERTY LINE
- ▪ CONTOUR LINE
- ▪ CONCRETE

I hereby certify that the survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

Joseph Barrett, Professional Surveyor and Mapper No. 6260 — State of Florida — Date:

REVISIONS	DATE

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

DRAWN BY:	FIELD DATE:	SECTION-TOWNSHIP-RANGE	APPROVED BY:	DATE:
J.L. HOLLAND	January 29, 2020	26-1S-31W		
CHECKED BY:	DRAWING DATE:	FIELD BOOK / PAGE	REGISTERED FL ENGINEER NO.	PROFESSIONAL SURVEYOR AND MAPPER NO.
J.L. BARRETT	February 21, 2020	543 / 5643		6260

MEASUREMENTS MADE IN ACCORDANCE WITH THE UNITED STATES STANDARD FOOT.
DRAWING FILE LOCATION: J:\Survey\Projects\Section 26-1S-31W\Drawings\Section 26-1S-31W.dwg
TYPE OF SURVEY: TOPOGRAPHIC — PROJECT NO. 2020004 — DISTRICT ONE

FLORIDIAN ~ PHASE 2
DRAINAGE PROJECT
Section 26, Township 1 South, Range 31 West

DRAWING NUMBER: L-5115

SHEET 1

OF 1 SHEETS

MOTT MACDONALD

Mr. Grant Dams
Engineering Project Coordinator
3363 West Park Place
Pensacola, FL 32505

Your Reference
Floridian II Ditch Restoration

Our Reference

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Pensacola FL 32502
United States of America

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F +1 (850) 484 8199
www.mottmac.com/americas

Scope of Services – Floridian Ditch Restoration Phase II (Sarasota Project)

June 5, 2020

Dear Mr. Dams:

Mott MacDonald (Consultant) is pleased to provide this proposal for purposes of providing Professional engineering services for the Floridian Ditch Restoration Phase II (Sarasota Project).

This Scope of Work is based on the Floridian II Gully Erosion Rehabilitation Report, survey, and other information provided by Escambia County. Consultant acknowledges and accepts the information including the Project Location, Project Background/Description, Scope of Services and Project Timeline. The Consultant provides the following information on Scope of Services to be provided. The Consultant and County refined the proposed design to utilize a larger storm pipe to convey the stormwater from the box culvert to the wetlands.

SCOPE OF SERVICES

PHASE 1 - BASIC SERVICES

TASK 1 – Wetland Delineation

This task will include delineation of wetland resources in accordance with the methodology outlined 33 CFR 320-330 (US Army Corps of Engineers), Section 404 of the Clean Water Act (33 U.S.C. 1344), and Section 10 of the Rivers and Harbors Act (33 U.S.C. 403). The wetland boundary will be established in the field by progressively locating points along the upland/wetland boundary at 20-30-ft. intervals or corresponding with directional changes in the boundary. Each point will be identified by an experienced wetland scientist. Pink flags will be placed at each location and clearly marked "Wetland Delineation". Each flagged point will contain an alpha numeric designator for later tracking of its location. Each point will be located using a Trimble Geo7X Global Navigation Satellite System (GLONASS) which is reported to be submeter accurate. GPS data will be collected using Trimble's TerraSync Professional Mapping Software with later data refinement and post processing using Trimble's Pathfinding Professional Software. Our findings will be presented in a written narrative with a map exhibit which will depict the property boundary and delineated wetland lines.

MOTT MACDONALD

TASK 2 – Engineering Design and Construction Plan Development

This activity includes efforts related to the design and development of construction documents for the proposed improvements. The design shall include layout and geometry, fence replacement, and coordination.

Site Design and Coordination. Mott MacDonald shall provide site design on the ditch and inlet placement, clearing impacts, and drainage pipe discharge structure. Mott MacDonald will coordinate with the County on the design and meet with County staff as needed.

Structural Design. Mott MacDonald will structurally design the drainage connection to the existing box culvert and develop a detail in the construction plans. The design shall be based on the limited stormwater information provided by the County.

Construction Plans. Mott MacDonald will develop 60% line & grade review meeting and Final construction plans. The construction plans shall include sheets for general notes, demolition, site layout, grading, drainage, cross sections, erosion control/SWPPP, details, and traffic control.

The construction plans will be submitted to the County and utility owners for review. Mott MacDonald will address the review comments and prepare final construction plans. Additionally, an opinion of probable construction costs and specifications will be included as part of the final documentation.

Task 2 Deliverables: 60% line and grade meeting and 100% construction plans, and associated opinion of probable construction cost.

TASK 3 – Permitting and/or Regulatory Coordination

Consultant shall submit for and secure permits and or authorizations from the following agencies:

Northwest Florida Water Management District: Environmental Resource Permit or verification of exemption through the Northwest Florida Water Management District (NWFWMD). For the purposes of this proposal, it is assumed that the project will qualify for a general permit from NWFWMD with a permitting allowance of $250.

Florida Department of Transportation: Coordination for work within existing FDOT drainage easement

A dredge and fill permitting from the United States Army Corps of Engineers (USACE) is not anticipated.

This task shall include response to comments or requests for additional information received from regulatory agencies as required to secure permits and/or authorizations.

Task 3 Deliverables: NWFWMD and FDOT permits and/or authorizations.

MOTT MACDONALD

TASK 4 – Bidding Assistance

This task will involve assisting the County with the bidding process. Mott MacDonald will participate in the pre-bid meeting, respond to requests for information during the bid process, evaluate bids and provide a bid recommendation.

Task 4 Deliverables: Pre-Bid Meeting, Address comments, Recommendation of award.

TASK 5 – Limited Construction Administration

This task will involve limited construction administration services for the proposed project. Mott MacDonald will participate in the pre-construction meeting, address construction comments, review as-built drawings from contractor, submit close out documentation, and attend 1 field meeting. This task does not include full inspection services, but those services can be negotiated.

Task 5 Deliverables: Pre-Con Meeting, Address comments, 1 field meeting.

Proposal Conditions – This proposal does not include the following activities, which can be negotiated in the future as requested by the County: geotechnical investigation, subsurface utility exploration, landscaping/irrigation design, public meetings, property acquisition/legal transactions/easements sketch and descriptions, and excludes any modifications required due to changes in the project directed by the County.

Best regards,
Mott MacDonald FLORIDA, LLC

Kevin M. Morgan, PE
Senior Project Engineer
T +1 (850) 484 6011

Kevin.morgan@mottmac.com

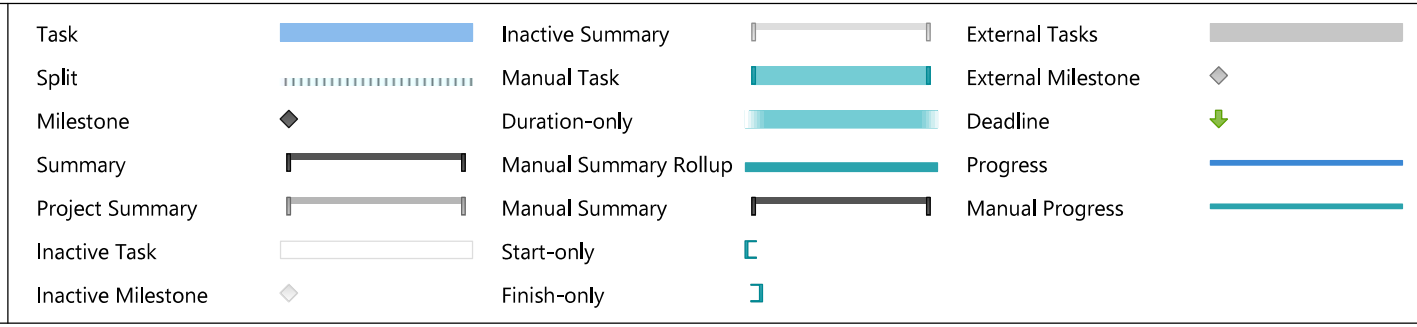
David D. Skipper, PE
Vice President

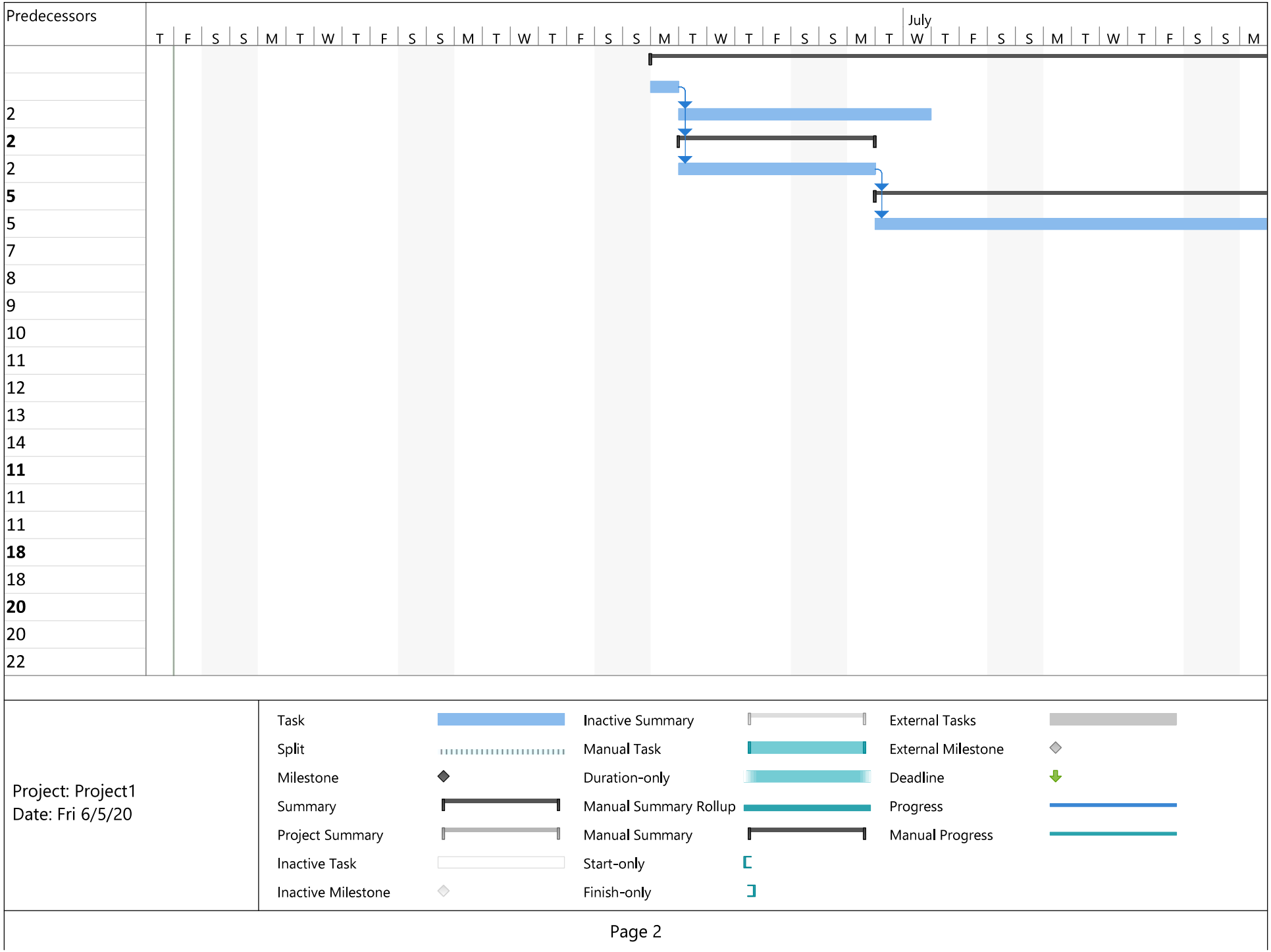
Project Name: Escambia County - Floridian Ditch Restoration Phase II Staff-hour Projection
Prepared By: K. Morgan
Date: June 16, 2020

Escambia County - Floridian Ditch Restoration Phase II Staff-hour Projection		Projected Staff-hours												
		Senior Project Engineer	Project Engineer	Engineer III	Designer IV	Technician II	Administrative Assistant I&II	Wetland Sciences, inc.			Wetland Sciences (Lump Sum)	Larry M. Jacobs & Associates (Lump Sum)	Direct Cost Expenses	Line Item Sub-Total
Task	Description	$175.00	$140.00	$96.00	$110.00	$75.00	$55.00					$120.00		
1	**Task 1 - Wetland Delineation**													
	Wetland Delineation		1					320						$460.00
													Task Sub-Total	$460.00
2	**Task 1 Engineering, Plans, and Specifications**													
	Site Design & Coordination	8	24											$4,760.00
	Structural Design	8	16		12									$4,960.00
	Stormwater Calculations	16												$2,800.00
	Construction Plans													$0.00
	60% Line and Grade Review	8	40		40									$11,400.00
	QC	4												$700.00
	Final Construction Plans	8	20		80									$13,000.00
	QC	4												$700.00
													Task Sub-Total	$38,320.00
3	**Permitting**													
	Prepare and Submit NWFWMD Permit		4		8									$1,440.00
	FDOT Coordination	6	12		8									$3,610.00
	NWFWMD General Permit Application Fee Allowance							320						$320.00
													Task Sub-Total	$5,370.00
4	**Bidding Assistance**													
	Pre-Bid Meeting	4												$700.00
	Address RAI's		4											$560.00
	Review Bids and Award		2											$280.00
													Task Sub-Total	$1,540.00
5	**Limited Construction Admin**													
	Pre-Construction Meeting	4												$700.00
	Address Construction Comments and Field Review (1)	4	4		4									$1,700.00
	Close out Project Docs		4											$560.00
													Task Sub-Total	$2,960.00
													Project Total	**$48,650.00**

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Floridian Ditch Phase II Restoration (Sarasota Project)**	**301 days**	**Mon 6/22/20**	**Mon 8/16/21**
2		NTP/Kick-off Meeting	1 day	Mon 6/22/20	Mon 6/22/20
3		Review Survey and update	7 days	Tue 6/23/20	Wed 7/1/20
4		**Task 1 - Wetland Delineation**	**5 days**	**Tue 6/23/20**	**Mon 6/29/20**
5		Wetland Delineation	5 days	Tue 6/23/20	Mon 6/29/20
6		**Task 2 - Engineering Design and Construction Plan Development**	**87 days**	**Tue 6/30/20**	**Wed 10/28/20**
7		Site, Stormwater, and Structural Design	30 days	Tue 6/30/20	Mon 8/10/20
8		Prepare Line and Grade Drawings	7 days	Tue 8/11/20	Wed 8/19/20
9		60% Line and Grade Review Meeting	1 day	Thu 8/20/20	Thu 8/20/20
10		Address 60% Line and Grade Meeting Comments	1 day	Fri 8/21/20	Fri 8/21/20
11		Develop and Prepare 100% Design, Plans, Specifications	30 days	Mon 8/24/20	Fri 10/2/20
12		100% MM QC	3 days	Mon 10/5/20	Wed 10/7/20
13		Submit 100% Construction Plans and Specs	1 day	Thu 10/8/20	Thu 10/8/20
14		100% County Review	7 days	Fri 10/9/20	Mon 10/19/20
15		Address 100% Comments and Submit Plans	7 days	Tue 10/20/20	Wed 10/28/20
16		**Task 3 - Permitting and/or Regulatory Coordination**	**45 days**	**Mon 10/5/20**	**Fri 12/4/20**
17		Prepare, Submit, and Receive NWFWMD Permit	45 days	Mon 10/5/20	Fri 12/4/20
18		Prepare, Submit, and Receive FDOT Permit	45 days	Mon 10/5/20	Fri 12/4/20
19		**Task 4 - Bidding Assistance**	**60 days**	**Mon 12/7/20**	**Fri 2/26/21**
20		Pre-Bid Meeting, Address Comments, & Award Project	60 days	Mon 12/7/20	Fri 2/26/21
21		**Task 5 - Limited Construction Administration**	**121 days**	**Mon 3/1/21**	**Mon 8/16/21**
22		Pre-Construction Meeting	1 day	Mon 3/1/21	Mon 3/1/21
23		Construction	120 days	Tue 3/2/21	Mon 8/16/21

Project: Project1
Date: Fri 6/5/20

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Project: Project1
Date: Fri 6/5/20
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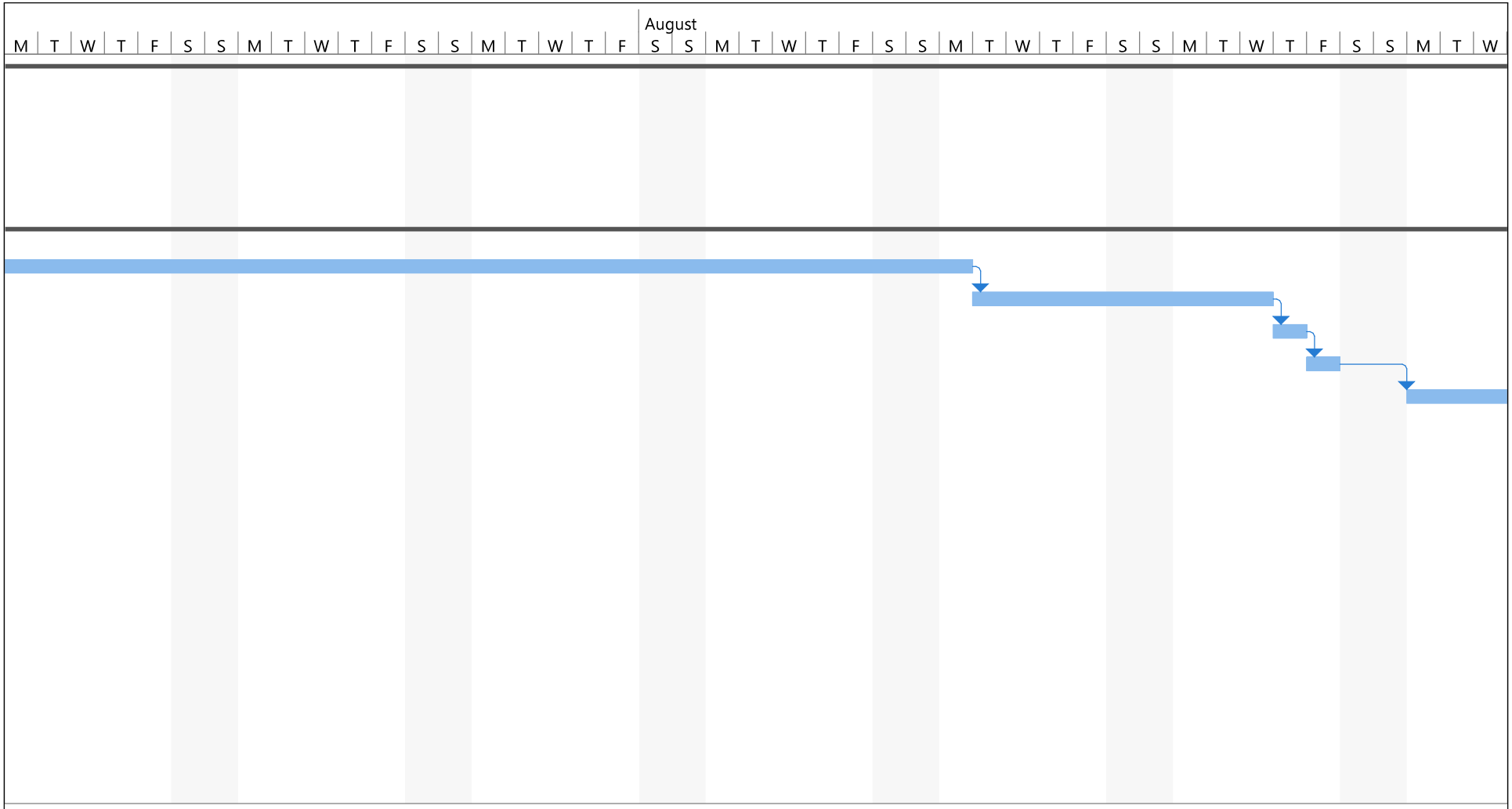

Project: Project1
Date: Fri 6/5/20

Task		Inactive Summary		External Tasks	
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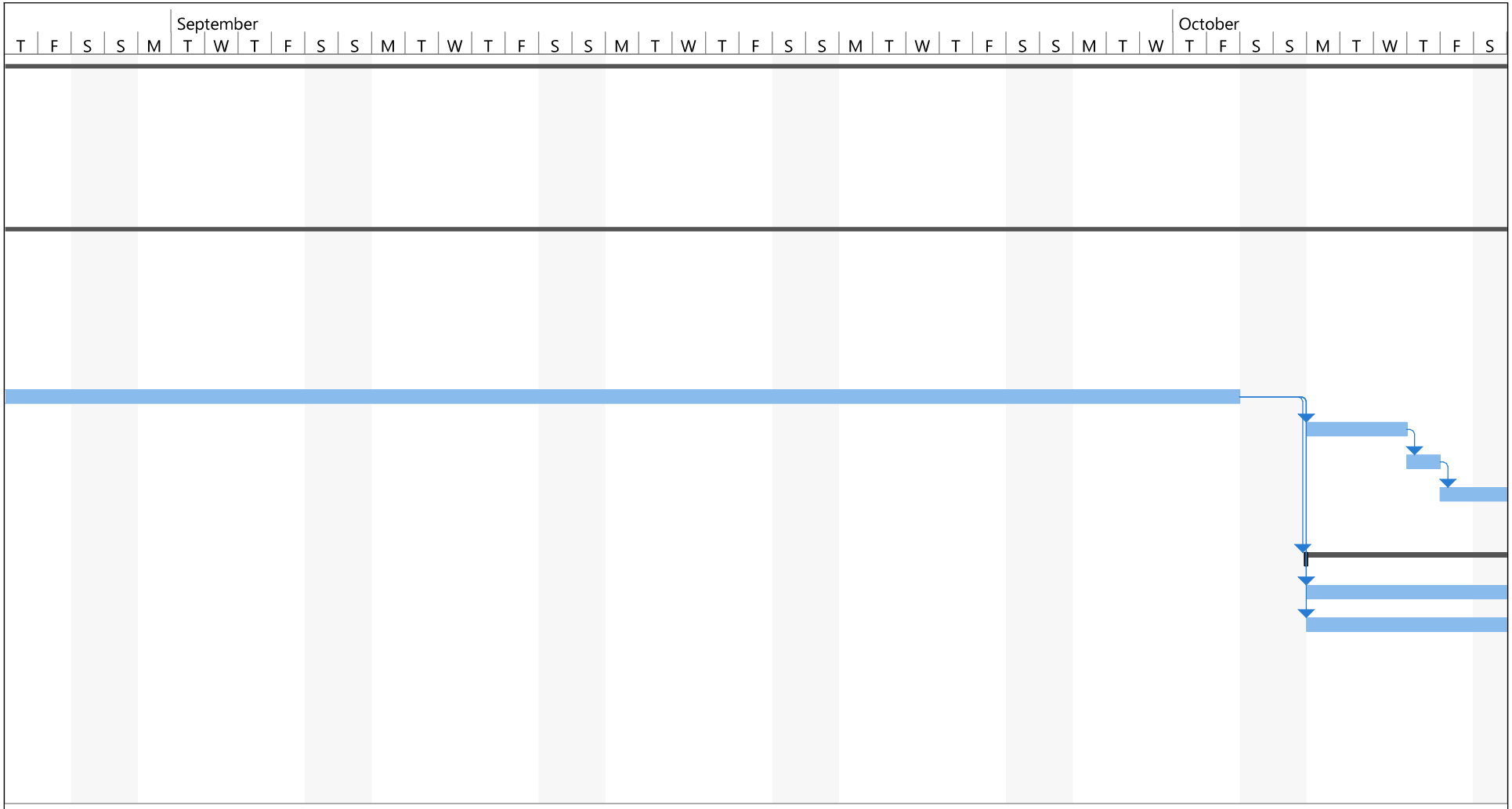
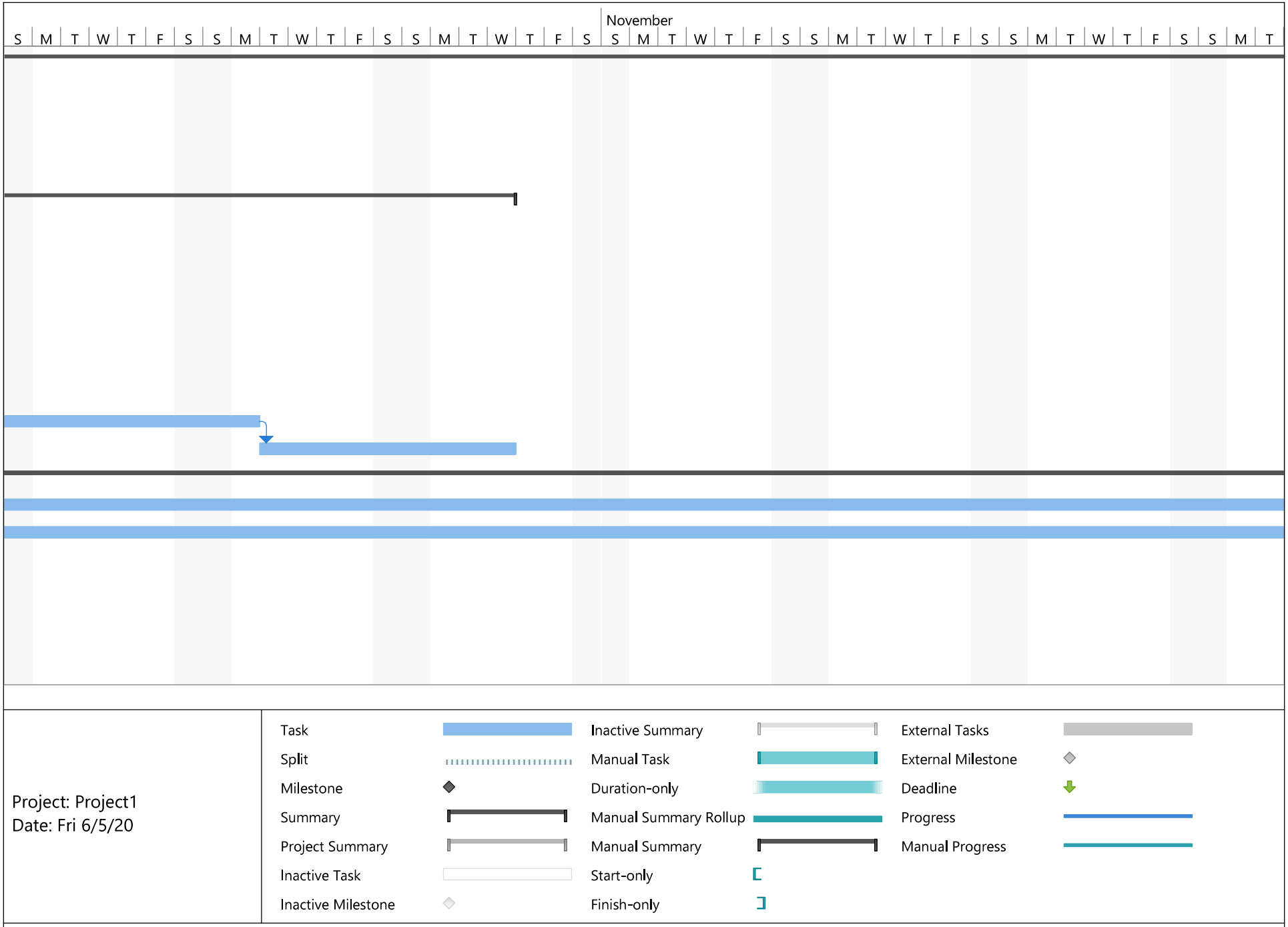
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Project: Project1
Date: Fri 6/5/20

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	


November
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Project: Project1
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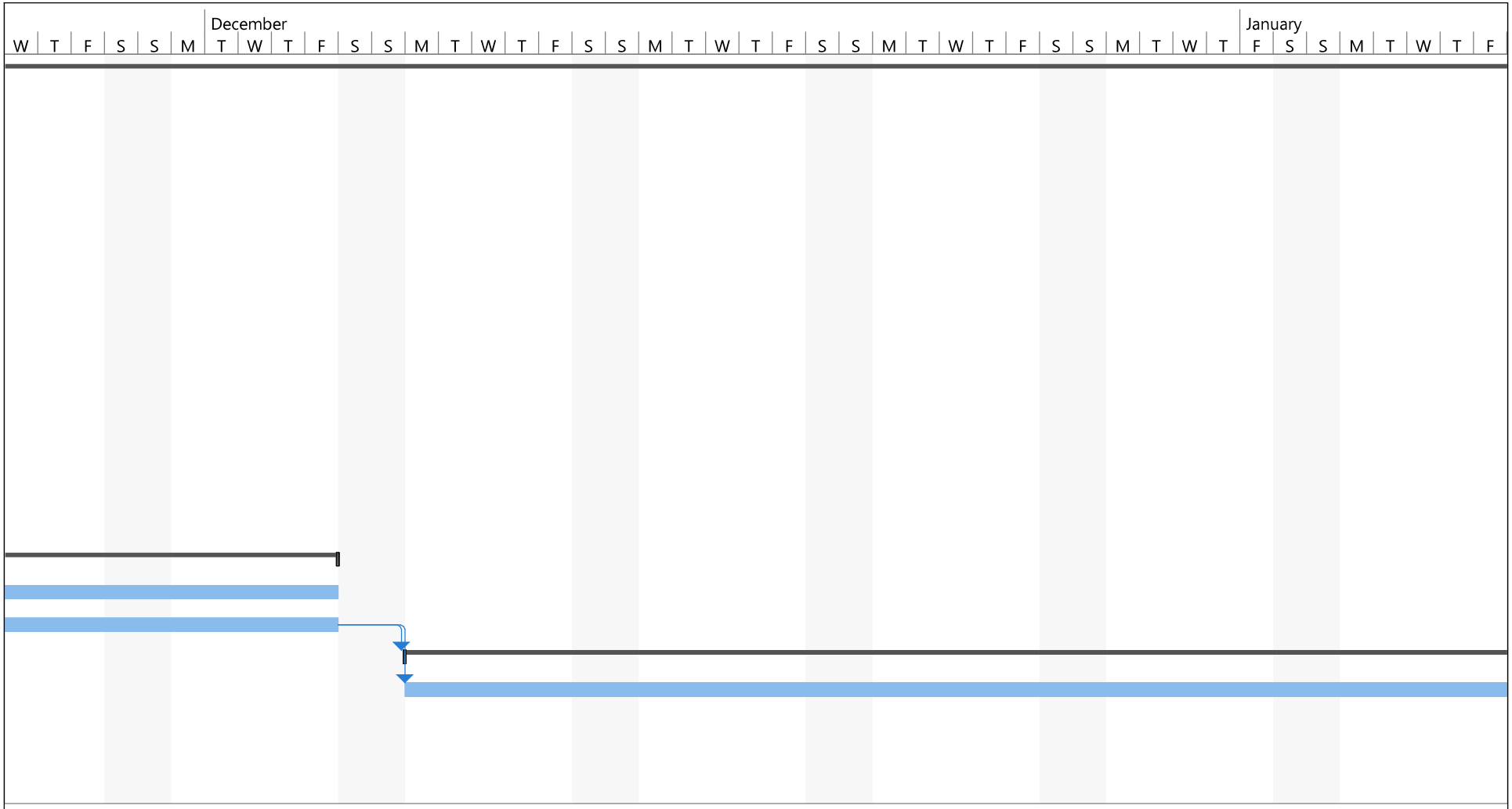
December
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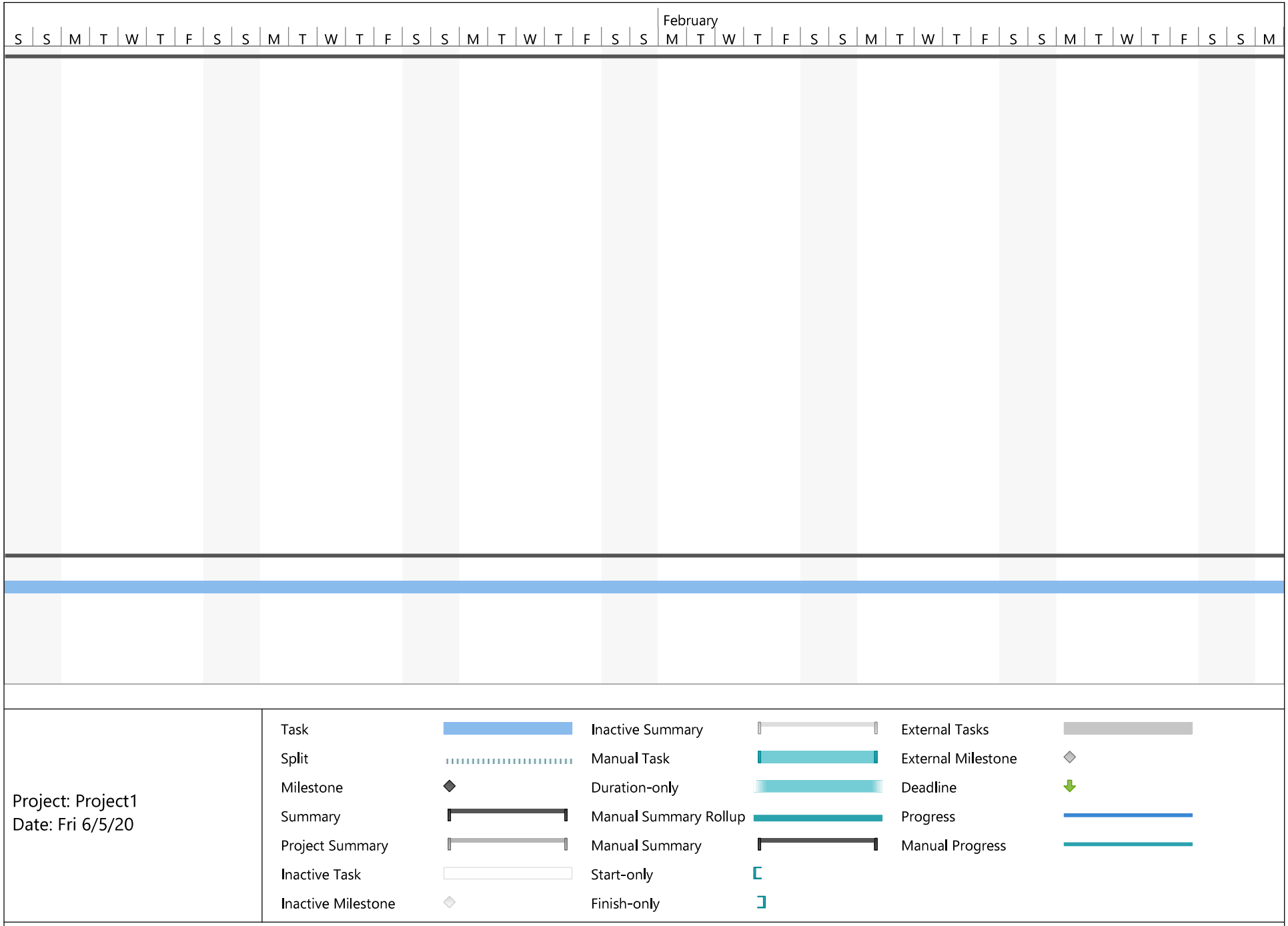
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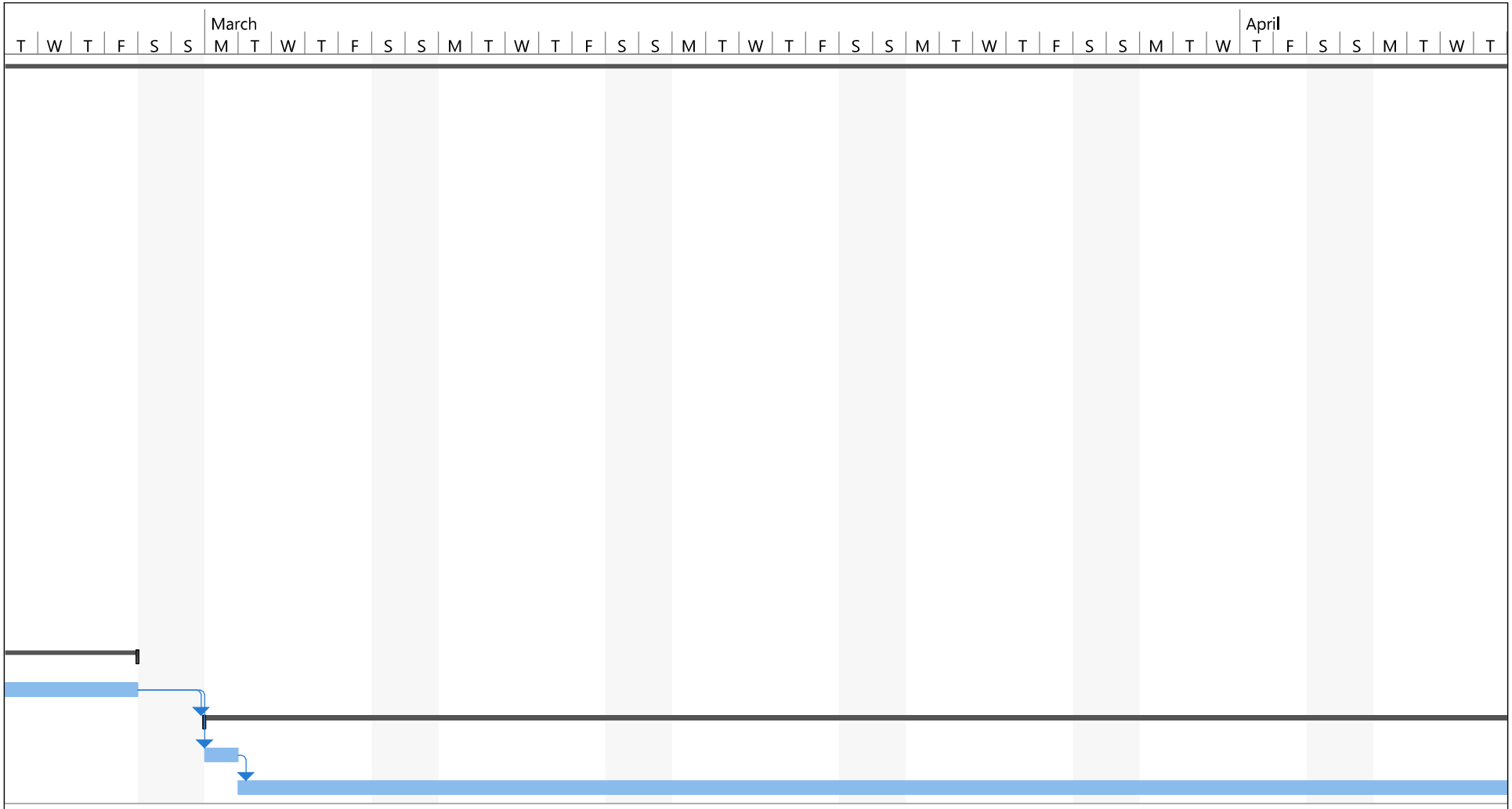
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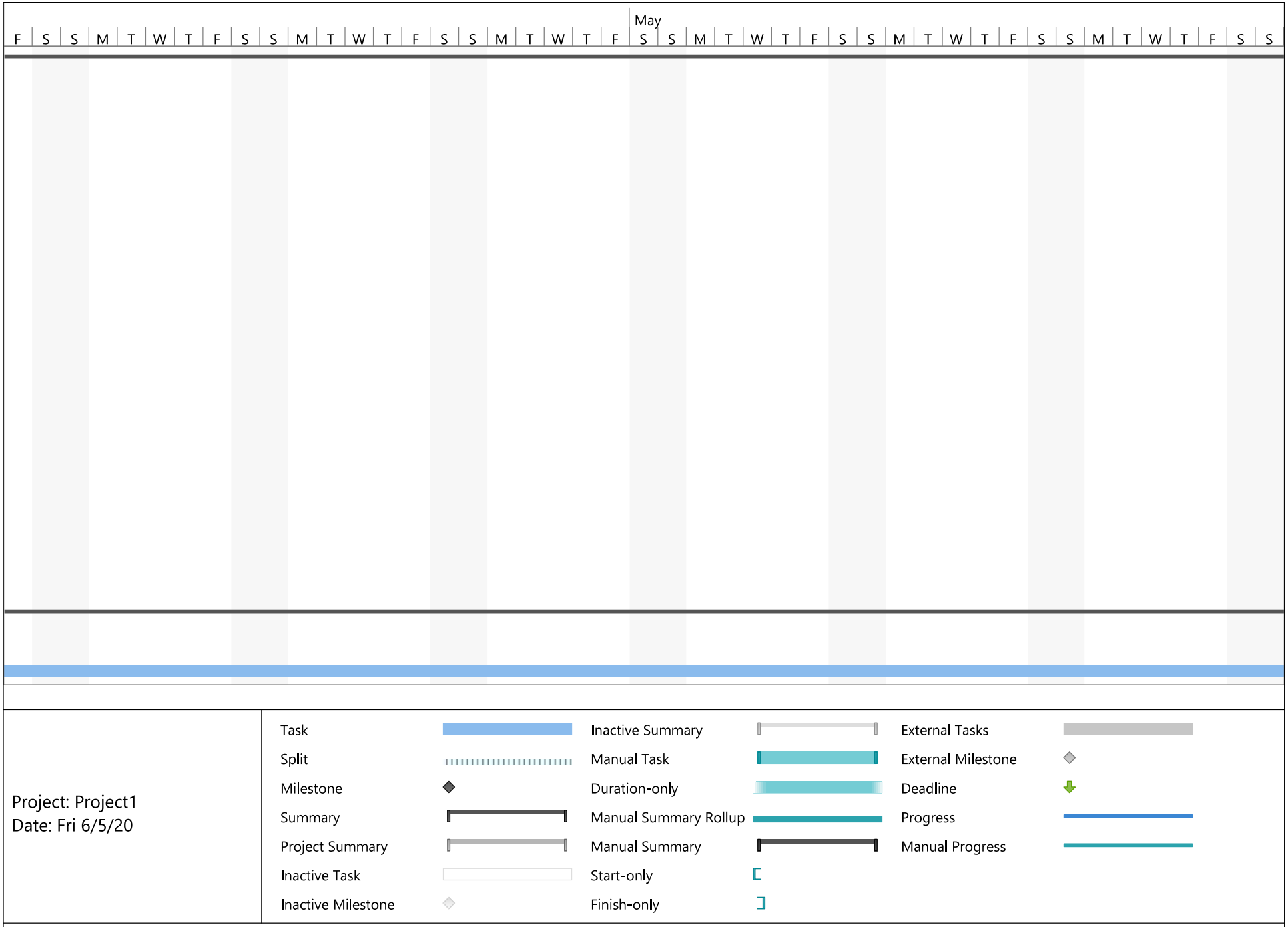
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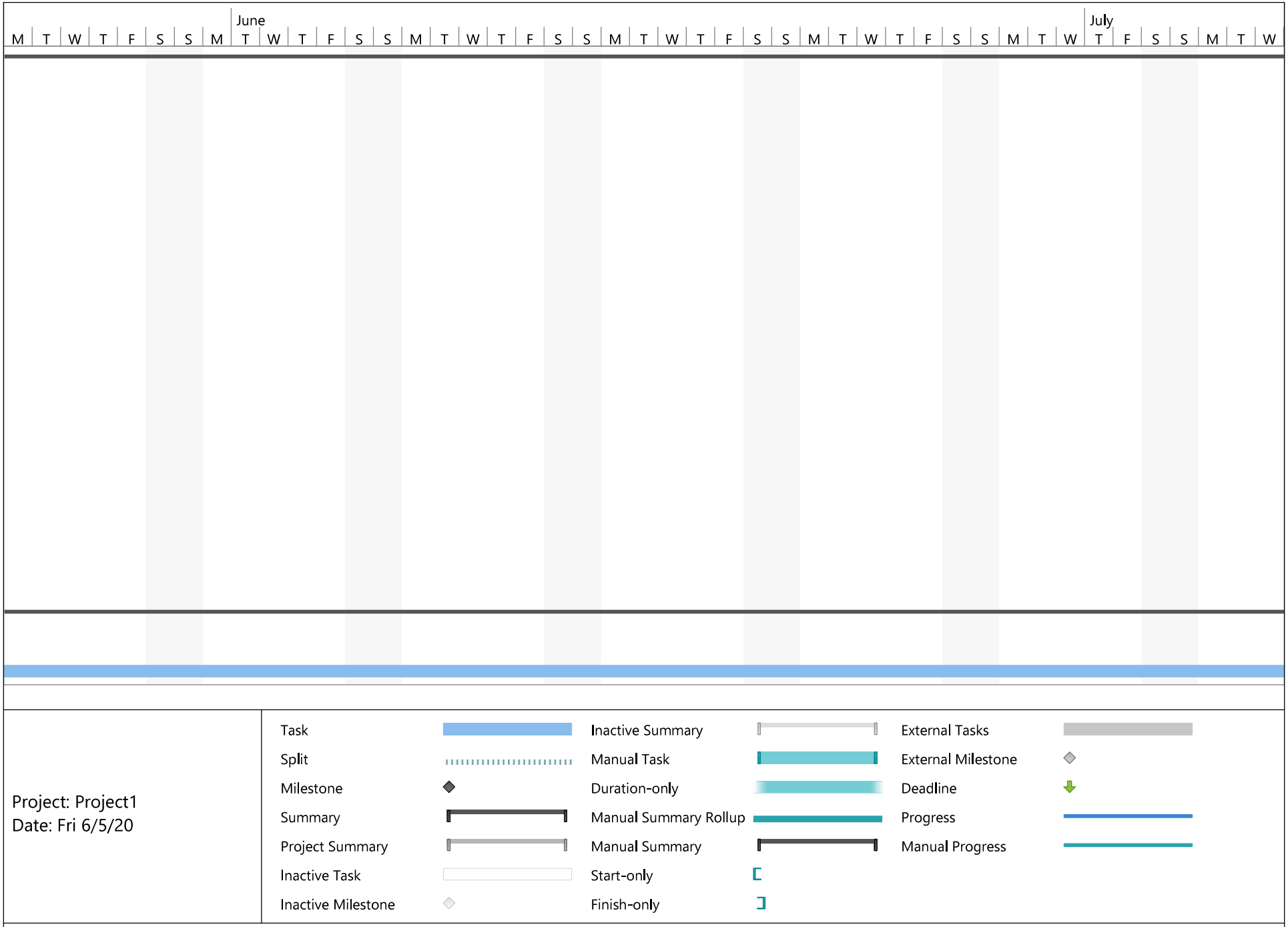
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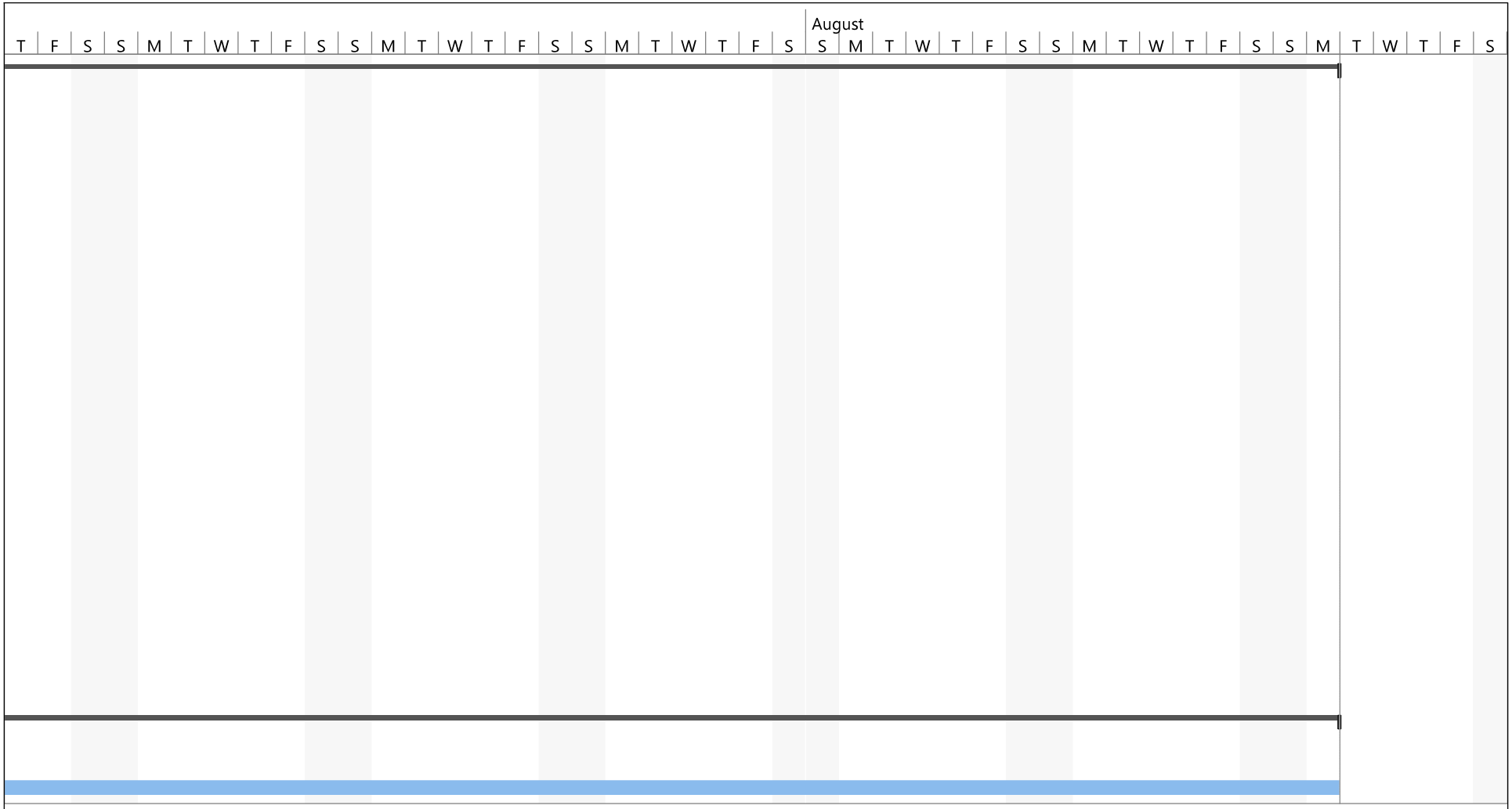

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Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18056 **County Administrator's Report 13. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: FY 2020-2021 Detailed Work Plan Budget - Arthropod for the Mosquito Control Division
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2020-2021 Detailed Work Plan Budget, in the Amount of $34,496, Arthropod Control for the Mosquito Control Division - J. Taylor "Chips" Kirschenfield, Director, Department of Natural Resources Management

That the Board approve and authorize the Chairman to sign the Fiscal Year 2020-2021 Detailed Work Plan Budget - Arthropod Control for the Mosquito Control Division, in the amount of $34,496, to supplement Mosquito Control's budget to cover expenses such as overtime, training and chemicals, as a Grant from the Florida Department of Agriculture and Consumer Services.

[Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703]

BACKGROUND:

The Florida Department of Agriculture and Consumer Services (FDACS) provides Escambia County with Grant Funds to supplement its Mosquito Control Division Budget. In order to receive the Fiscal Year 2020-2021 Grant, the County's Mosquito Control is required to provide a Detailed Work Plan Budget that shows how these funds will be used. The proposed Detailed Work Plan Budget is based on the next fiscal year's propsed County Budget. The Escambia County Management and Budget Services Department has reviewed this proposed Detailed Work Plan Budget for Fiscal Year 2020-2021 and found it to be acceptable. The State Grant funds will be appropriated under Fund 106, Cost Center 220703.

BUDGETARY IMPACT:

Funding: Fund 106, Mosquito and Arthropod Control, Cost Center 220703
The revenue received from the Florida Department of Agriculture and Consumer Services will augment funds provided by the County to operate the Mosquito Control Division.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal consideration associated with the Recommendation.

PERSONNEL:

No Additional personnel required associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A. This Recommendation is in compliance with the Board of County Commisioners' policy governing Grant applications. This Recommendation is consistent with Board's goals and objectives of capitalizing on alternate revenue generation without increasing the tax burden.

IMPLEMENTATION/COORDINATION:

Upon the Board's approval, the Natural Resources Management/Mosquito Control Division will forward the required documents to the appropriate State offices and implement the terms of the Grant.

Attachments

Detailed Work Plan Budget FY 20-21

NICOLE "NIKKI"
FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 20
ENDING SEPTEMBER 30, 20 21

PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control
DATE: 5/21/2020

APPROVED BY:
DATE:

COUNTY or DISTRICT Escambia County, FL
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Steven Barry, Chairman Board of County Commissioners
DATE:

PAGE 1 OF 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)													
	without 3% COLA increase for FY 20-21				$ 588,732.00	$ -								
334.1	State Grant													
					$ -	$ 34,496.00								
362	Equipment Rentals													
					$ -	$ -								
337	Grants and Donations													
					$ -	$ -								
361	Interest Earnings													
					$ -	$ -								
364	Equipment and/or Other Sales													
					$ -	$ -								
369	Misc./Refunds (prior yr expenditures)													
					$ -	$ -								
380	Other Sources													
					$ -	$ -								
389	Loans													
					$ -	$ -								

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

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DATE:	ENDING SEPTEMBER 30, 20 21	DATE: 5/21/2020
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY: Steven Barry, Chairman Board of County Commissioners
DATE:	AUTHORITY: CHAPTER 388.341, F.S.	DATE:

PAGE 2 OF 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
10	**Personal Services**								
	M Mello, Division Manager	2080	35.74	$74,339	$74,339	$ -			
	E. Wise, Mosquito Control Supervisor	2080	16.34	$33,988	$33,988	$ -			
	Shawn Nelson, Fleet Maintenance Technician	2080	17.37	$36,130	$36,130	$ -			
	C. Rooker, Mosquito Control Technician	2080	15.56	$32,354	$32,354	$ -			
	J. Lee, Mosquito Control Technician	2080	12.30	$12,792	$12,792	$ -			
	K Sargent, Mosquito Control Technician	2080	13.84	$28,787	$28,787	$ -			
	F. Hicks, Mosquito Control Technician	2080	13.44	$27,955	$27,955	$ -			
	G. Wiggins, Mosquito Control Technician	2080	13.44	$27,955	$27,955	$ -			
	Anita Cotton, Mosquito Control Technician	2080	11.59	$12,054	$12,054	$ -			
	A Binegar, Administrative Assistant	2080	16.37	$34,050	$34,050	$ -			
	Total				**$ 320,404.00**	**$ -**			
14	Overtime- Fogging Activity				**$ -**	**$ 6,000.00**			
20	**Personal Services Benefits**								
15	Special Pay				$ 3,540.00	$ -			
21	FICA				$ 24,782.00	$ 555.00			
22	Retirement				$ 32,395.00	$ 545.00			
23	Life + Health + Dental Insurance				$ 90,000.00	$ 1,586.00			
24	Workers Compensation				$ 12,174.00	$ 64.00			
	Total				**$ 162,891.00**	**$ 2,750.00**			
30	**Operating Expense**								
34	UNIFIRST- (4) Tech Uniform Rentals	350	4	$ 1,400.00	$ 1,400.00	$ -			
	UNIFIRST- (1) Mech Uniform Rental	335	1	$ 335.00	$ 335.00	$ -			
	UNIFIRST- (1) Lab Uniform Rental	179	1	$ 179.00	$ 179.00	$ -			
	UNIFIRST- (1) Supervisor Uniform Rental	286	1	$ 286.00	$ 286.00	$ -			
	Misc contract coverage charges from CPC Office Tech	85	4	$ 340.00	$ -	$ 340.00			
	Total				**$ 2,200.00**	**$ 340.00**			
40	**Travel & Per Diem**								
	Unexpected Fee Increases or costs for trainings	300	1	$ 300.00	$ 300.00	$ -			

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.

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DATE:	ENDING SEPTEMBER 30, 20 21	DATE: 5/21/2020
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY:
	AUTHORITY: CHAPTER 388.341, F.S.	Steven Barry, Chairman Board of County Commissioners
DATE:		DATE:

PAGE 3 OF 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
	Travel & Per Diem continued...								
	(4) Employees to Attend DODD Jan 2021	1121	4		$ -	$ 4,484.00			
	(2) Employees to Attend FMCA Annual Conference	1837	2	$ 3,674.00	$ -	$ 3,674.00			
	Total				**$ 300.00**	**$ 8,158.00**			
41	**Communication Services**								
	Director- Smart Phone	604	1	$ 604.00	$ 604.00	$ -			
	Techs/Admin/Mechanic flip phones	393	10	$ 3,930.00	$ 3,930.00	$ -			
	Repair/Replacement or Addt'l fees/costs	83	2	$ 166.00	$ 166.00	$ -			
	Total				**$ 4,700.00**	**$ -**			
42	**Freight Services**								
	Mailing FDAC Samples to Tampa	14	15	$ 210.00	$ -	$ 210.00			
	General Postage	84	1	$ 84.00	$ 84.00	$ -			
	Total				**$ 84.00**	**$ 210.00**			
43	**Utility Service**								
					$ -	**$ -**			
44	**Rentals & Leases**								
					$ -	**$ -**			
45	**Insurance**								
					$ -	**$ -**			
46	**Repairs & Maintenance**								
46.2	Maintenace of Tech Vehicles	700	6	$ 4,200.00	$ 4,200.00	$ -			
46.2	Maintenace of Admin Vehicle & Shop Truck	172	2	$ 344.00	$ 344.00	$ -			
46.2	Misc repairs- Backup to Local budget	500	1	$ 500.00	$ -	$ 500.00			
46.3	Maintenance of Other Equipment- Sentinel Program	1366	1	$ 1,366.00	$ 1,366.00	$ -			
46.3	CPC Office Tech Maintenance Contract for copier	61	12	$ 726.00	$ 726.00	$ -			
46.4	Repairs to Mosquito Control Equipment	311	4	$ 1,244.00	$ 1,244.00	$ -			
	Total				**$ 7,880.00**	**$ 500.00**			

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

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DATE: 5/21/2020

APPROVED BY:
DATE:

COUNTY or DISTRICT Escambia County, FL
AUTHORITY: CHAPTER 388.341, F.S.

APPROVED BY: Steven Barry, Chairman Board of County Commissioners
DATE:

PAGE 4 OF 6

ACCOUNT	TITLE	QUANTITY	UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
47	**Printing and Binding**								
	Door Hangers	200	1	$ 200.00	**$ -**	**$ 200.00**			
48	**Promotional Activities**								
					$ -	**$ -**			
49	**Other Charges**								
	Application of Pesticides- Annual Permit Fee				**$ -**	**$ -**			
51	**Office Supplies**								
	Paper, Calendars, pens/pencils, filing needs	113	8	$ 904.00	**$ -**	**$ 904.00**			
52.1	**Gasoline/Oil/Lube**								
	For All Mosquito Control Vehicles	5200	2.65	$ 13,780.00	**$ 13,780.00**	**$ -**			
52.2	**Chemicals**								
	Methoprene 2.1% Briquet	752	18	$ 13,554.00	$ 13,554.00	$ -			
	Methoprene 4.25% Briquet	476	31	$ 14,756.00	$ 14,756.00	$ -			
	Natular XRT	1019	15	$ 15,285.00	$ 15,285.00	$ -			
	Vectomax	350	12	$ 4,200.00	$ 4,200.00	$ -			
	Vectobac 12AS	210	12	$ 2,520.00	$ 2,100.00	$ 420.00			
	Metalarv S-PT	1152	6	$ 6,912.00	$ 6,912.00	$ -			
	Kontrol 4+4 Adulticide	4538	2	$ 9,076.00	$ 4,538.00	$ 4,538.00			
	Natular G	252	8	$ 2,016.00	$ -	$ 2,016.00			
	Natular G30	661	5	$ 3,305.00	$ -	$ 3,305.00			
	Additional Chemical Cost Increases	328	1	$ 328.00	$ -	$ 328.00			
	Total				**$ 61,345.00**	**$ 10,607.00**			
52.3	**Protective Clothing**								
	Safety Shoes/Boots for Technicians	129	8	$ 1,032.00	**$ -**	**$ 1,032.00**			
52.4	**Misc. Supplies**								
	Waters/Gatorades for techs	145	7	$ 1,015.00	$ -	$ 1,015.00			
	First Aid, Safety kits, Lab Materials	149	2	$ 298.00	$ 298.00	$ -			
	Total				**$ 298.00**	**$ 1,015.00**			

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 20
ENDING SEPTEMBER 30, 20 21

COUNTY or DISTRICT Escambia County, FL
AUTHORITY: CHAPTER 388.341, F.S.

PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control
DATE: 5/21/2020

APPROVED BY: Steven Barry, Chairman Board of County Commissioners
DATE:

PAGE 5 OF 6

ACCOUNT	TITLE	QUANTITY	UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	EXPENSE	CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
52.5	**Tools & Implements**								
	Dry Ice for Mosquito Traps	51	12	$ 612.00	$ -	$ 612.00			
	Misc Tools & Implements	100	7	$ 700.00	$ -	$ 700.00			
	Total				**$ -**	**$ 1,312.00**			
54	**Publications & Dues**								
	FL Mosquito Control Assn- Govt Sustaining Membership	588	1	$ 588.00	$ -	$ 588.00			
	Individual FMCA Memberships for remaining personnel	35	8	$ 280.00	$ -	$ 280.00			
	Total				**$ -**	**$ 868.00**			
55	**Training**								
	(4) Employees- DODD Registration	300	4	$ 1,200.00	$ 1,200.00	$ -			
	(2) Employees- Registration for FMCA Conference	300	2	$ 600.00	$ -	$ 600.00			
	Total				**$ 1,200.00**	**$ 600.00**			
	Intangible Assets								
	GIS Software Replacement	13650	1	$ 13,650.00	**$ 13,650.00**	**$ -**			
89	**Contingency (Current Year)**				**$ -**	**$ -**			
	TOTALS				**$ 588,732.00**	**$34,496.00**			

FDACS-13623 Rev. 07/13

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

NICOLE "NIKKI" FRIED
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Section 388.341, F. S. and 5E-13.022(1) and (3), F. A. C.
Telephone Number (850) 617-7995

FOR COUNTY OR DISTRICT USE ONLY

Submit to:
Mosquito Control Program
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 20	PREPARED BY: Matthew Mello, Division Manager, Escambia County Mosquito Control Department
DATE:	ENDING SEPTEMBER 30, 20 21	DATE: 5/21/2020
APPROVED BY:	COUNTY or DISTRICT Escambia County, FL	APPROVED BY: Steven Barry, Chairman Board of County Commissioners
DATE:	AUTHORITY: CHAPTER 388.341, F.S.	DATE:

PAGE 6 6

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RESERVES													
0.001	Reserves - Future Capital Outlay				$ -	$ -								
0.002	Reserves - Self-Insurance				$	$ -								
0.003	Reserves - Cash Balance to be Carried Forward				$	$ -								
0.004	Reserves - Sick and Annual Leave Trans Out				$	$ -								

Attest: Pam Childers, Clerk of the Circuit Court _____ Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18111 **County Administrator's Report 13. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Award a Purchase Order for Three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks for the Building Services Department - Tim Tolbert, Director, Building Services Department

That the Board take the following action:

A. Authorize the use of the Florida Department of Management Services State Term Contract No. 25100000-19-1 for Motor Vehicles; and

B. Award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks (Model X1E) to Asbury Jax Ford, LLC d/b/a Coggin Ford (Vendor #424713) in the amount of $78,948.

Vendor	Funding	Amount	Solicitation Number
Ashbury Jax Ford, LLC d/b/a Coggin Ford	Fund 406, Building Inspection Fund; Cost Center 250111, Administration; Object Code 56401, Machinery & Equipment	$78,948	N/A

BACKGROUND:

On June 10, 2020, the Fleet Division of the Public Works Department requested a quote for three 2020 Ford F-150 4WD Super Cab XL Pickup Trucks (Model X1E) on behalf of the Building Services Department, from Ashbury Jax Ford, LLC d/b/a Coggin Ford, which is the supplier for our region under the Florida Department of Management Services State Term Contract No. 25100000-19-1 for Motor Vehicles. Ashbury Jax Ford, LLC d/b/a Coggin Ford, responded with a respective quote of $78,948 ($24,276 for the base vehicle price, plus $2,040 for added Manufaturer's Options per vehicle).

BUDGETARY IMPACT:

Vendor	Funding	Amount	Solicitation Number
Ashbury Jax Ford, LLC d/b/a Coggin Ford	Fund 406, Building Inspection Fund; Cost Center 250111, Administration; Object Code 56401, Machinery & Equipment	$78,948	N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Price Quote Form

25100000-19-1 Price Sheet

Motor Vehicles (25100000-19-1)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

AWARDED CONTRACTOR INFORMATION						
Vendor Name:	COGGIN FORD					
Street Address:	9650 ATLANTIC AVE					
City, State, Zip:	JACKSONVILLE FL 32225					
Contact Person:	ERIC JORE		Title:	GOVERNMENT SALES		
Original Quote Date:	6/10/20	Revised Quote Date:			Est. Delivery:	90-120 DAYS
Phone #'s: Primary:	407-234-5116		Secondary:			
Email Address:	EJORE@COGGINAUTO.COM					
Fax #:						
Vendor Purchase Order No.						

REQUESTING CUSTOMER INFORMATION			
Agency/Organization Name:	ESCAMBIA CO		
Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

SECONDARY CUSTOMER CONTACT (OPTIONAL)			
Contact Person:		Title:	
Phone #'s:			
Email Address:			
Fax #:			

THE INFORMATION IN THIS SECTION MUST MATCH THE AWARDED CONTRACTOR'S PRICE SHEET

*UNSPSC** Commodity Code	Vehicle Group	Line No.	Sub-Group
25101507	PICK UP UNDER 8500	4	

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2020 FORD F150 4WD SUPER CAB 145"WB 6.5 BED XL	$24,276.00	

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
	3.3 V-6 ENGINE			$ -	$ -
	6 SPEED AUTO TRANS			$ -	$ -
	A/C			$ -	$ -
	AM FM RADIO			$ -	$ -
85A	POWER WINDOWS AND LOCKS / KEYLESS	$ 1,170.00		$ -	$ 1,170.00
50S	CRUISE CONTROL REQUIRED FOR BLUE TOOTH	$ 225.00		$ -	$ 225.00
52P	SYNC BLUETOOTH	$ 645.00		$ -	$ 645.00
				$ -	$ -
				$ -	$ -
	LIMITED TIME TO ORDER			$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
OEM OPTIONS TOTAL COST:				$ -	$ 2,040.00

Identified Aftermarket Option Code(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				$ -	$ -

Non-Identified Aftermarket Option Code(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
NON-IDENTIFIED AFTERMARKET OPTIONS TOTAL COST:				$ -	$ -

GRAND TOTAL PER REPRESENTATIVE MODEL:	$ 26,316.00
Additional Savings Off Contract Price Per Vehicle (Please provide detailed information in Vendor Comments below.)	$ -
Total Vehicles Quoted (with the same OEM, Identified Aftermarket, and Non-Identified Aftermarket Options above):	3
PURCHASE ORDER GRAND TOTAL:	$ 78,948.00

Vendor Comments:	
Customer Comments:	

*UNSPSC = United Nations Standard Products and Services Commodity Code

MOTOR VEHICLES (25100000-19-1)

Exhibit D.4.2: Price Sheet - Trucks Under One Ton

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (####)[10]	Identified Aftermarket Option[11]					
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Service Body, Compact, Price ($#,###)	Service Body, 96 Inch Length, Price ($#,###)	Undercoating, Sprayed, Price ($#,###)
Sub-Group D: TRUCK, UNDER ONE TON, PICKUP, 4WD	EPA Class: 1/2 Ton Pickup Truck, 4WD	Ford			O	Garber Ford, Inc.	$ 27,027.00	2%	90-120	$ 149.00	$ 149.00	$ 596.00			
			114	2020 Ford F-150 4WD Reg Cab 141" XLT (F1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 27,000.00	4%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Duval Ford, LLC	$ 27,126.00	2%	180	$ 130.00	$ 130.00	$ 695.00			$ 995.00
					S/O	Alan Jay Ford Lincoln Mercury, Inc.	$ 27,273.00	5%	120	$ 135.00	$ 135.00	$ 505.00			$ 650.00
			115	2020 Ford F-150 4WD Reg Cab 141" XLT w/HD Payload Pkg (F1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 30,325.00	4%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Duval Ford, LLC	$ 30,493.00	2%	180	$ 130.00	$ 130.00	$ 695.00			$ 995.00
					O	Garber Ford, Inc.	$ 30,698.00	2%	90-120	$ 149.00	$ 149.00	$ 596.00			
			116	2020 Ford F-150 4WD SuperCab 145" XL (X1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 24,276.00	3%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Duval Ford, LLC	$ 24,498.00	2%	180	$ 130.00	$ 130.00	$ 695.00			$ 995.00
					O	Garber Ford, Inc.	$ 24,509.00	2%	90-120	$ 149.00	$ 149.00	$ 596.00			
			117	2020 Ford F-150 4WD SuperCab 145" XLT (X1E)	N/A	FL AUTO, LLC d/b/a Beck Ford	$ 26,925.00	5%	90	$ 98.00	$ 89.00	$ 649.00	$ 8,490.00	$ 9,879.00	$ 599.00
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 27,625.00	4%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
			118	2020 Ford F-150 4WD SuperCab 163" XL (X1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 26,265.00	3%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Alan Jay Ford Lincoln Mercury, Inc.	$ 26,427.00	5%	120	$ 135.00	$ 135.00	$ 505.00			$ 650.00
					S/O	Duval Ford, LLC	$ 26,502.00	2%	180	$ 130.00	$ 130.00	$ 695.00			$ 995.00
			119	2020 Ford F-150 4WD SuperCrew 145" XL (W1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 26,395.00	3%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Duval Ford, LLC	$ 26,751.00	2%	180	$ 160.00	$ 160.00	$ 695.00			$ 995.00
					O	Garber Ford, Inc.	$ 26,760.00	2%	90-120	$ 149.00	$ 149.00	$ 596.00			
			120	2020 Ford F-150 4WD SuperCrew 145" XLT (W1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 29,700.00	4%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Duval Ford, LLC	$ 29,884.00	2%	180	$ 160.00	$ 160.00	$ 695.00			$ 995.00
					O	Garber Ford, Inc.	$ 30,088.00	2%	90-120	$ 149.00	$ 149.00	$ 596.00			
			121	2020 Ford F-150 4WD SuperCrew 157" XL (W1E)	S/O	Duval Ford, LLC	$ 28,755.00	2%	180	$ 160.00	$ 160.00	$ 695.00			$ 995.00
					O	Garber Ford, Inc.	$ 28,768.00	2%	90-120	$ 149.00	$ 149.00	$ 596.00			
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 28,800.00	3%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
			122	2020 Ford F-150 4WD SuperCrew 157" XL w/HD Payload Pkg (W1E)	N/A	FL AUTO, LLC d/b/a Beck Ford	$ 29,721.00	5%	90	$ 98.00	$ 89.00	$ 649.00	$ 8,490.00	$ 9,879.00	$ 599.00
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 29,990.00	3%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					S/O	Duval Ford, LLC	$ 30,232.00	2%	180	$ 160.00	$ 160.00	$ 695.00			$ 995.00
			123	2020 Ford F-150 4WD SuperCrew 157" XLT (W1E)		ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 31,625.00	4%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00
					N/A	FL AUTO, LLC d/b/a Beck Ford	$ 31,752.00	5%	90	$ 98.00	$ 89.00	$ 649.00	$ 8,490.00	$ 9,879.00	$ 599.00
					S/O	Duval Ford, LLC	$ 31,842.00	2%	180	$ 160.00	$ 160.00	$ 695.00			$ 995.00
			124	2020 Ford F-150 4WD SuperCrew 157" XLT w/HD Payload Pkg (W1E)	N/A	FL AUTO, LLC d/b/a Beck Ford	$ 33,106.00	5%	90	$ 98.00	$ 89.00	$ 649.00	$ 8,490.00	$ 9,879.00	$ 599.00
						ASBURY JAX FORD, LLC d/b/a Coggin Ford	$ 33,300.00	4%	90-120	$ 195.00	$ 195.00	$ 695.00			$ 795.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18082 **County Administrator's Report 13. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Change Order #1 to Purchase Order #201187 to Medline Industries Inc
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order for Medline Industries, Inc. - William R. Powell, Director of Corrections

That the Board approve and authorize the County Administrator or designee to execute Change Order #1 to Purchase Order #201187, to Medline Industries, Inc., for medical supplies for the Escambia County Inmate Medical Division, under the MMCAP Contract # MMS2000161.

Department:	Corrections	Funding Source: 001, General Fund; Cost Center 290402, Object Code 55201
Division:	Jail	
Type:	Addition	
Amount:	$5,250	
Vendor:	Medline Industries, Inc.	
Purchase Order:	201187	
Change Order:	1	
Original Award Amount	$20,000	
Cumulation Amount of Change Orders Through This Change Order:	$5,250	
New Purchase Order Total:	$25,250	

BACKGROUND:

Medline Industries, Inc., provides medical supplies for inmates at the Escambia County Jail for the Medical Division. Additional funds are needed in order to provide medical supplies for Fiscal Year 2020.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 290402.

Department:	Corrections	Funding Source:001, General Fund; Cost Center 290402, Object Code 55201	
Division:	Jail		
Type:	Addition		
Amount:	$5,250		
Vendor:	Medline Industries Inc		
Purchase Order:	201187		
Change Order:	1		
Original Award Amount	$20,000		
Cumulation Amount of Change Orders Through This Change Order:	$5,250		
New Purchase Order Total:	$25,250		

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinance of Escambia County, Florida, Chapter 46, Finance Article II, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be submitted to the Office of Purchasing for processing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18089 **County Administrator's Report 13. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of $50,000 to Bob Barker for Inmate Uniforms
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in Excess of $50,000, for Inmate Uniforms, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket and/or individual purchase order, in excess of $50,000, under PD 18-19.041, for the Corrections Department:

Vendor/Contractor	Amount	Contract Number
Bob Barker Company, Inc. Project: Inmate Uniforms Fund: 111 Inmate Welfare Cost Center: 290406, Object Code 55201	$52,500	Contract PD18-19.041

BACKGROUND:

Additional inmate uniforms needed for inmate classifications for Fiscal Year 2019-2020.

BUDGETARY IMPACT:

Funds for this purchase are available in Fund 111, Cost Center 290406, Object Code 55201.

Vendor/Contractor	Amount	Contract Number

Bob Barker Company, Inc. Project: Inmate Uniforms Fund: 111 Inmate Welfare Cost Center: 290406, Object Code 55201	$52,500	Contract PD18-19.041

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval, the Office of Purchasing will issue a Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18113 **County Administrator's Report 13. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of $25,000 to George Stone for tuition and enrollment fee to the academy
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019-2020 Purchase Order, in excess of $25,000, for Tuition and Enrollment Fees for George Stone Technical School, for the Corrections Department - William R. Powell, Director of Corrections

That the Board, for Fiscal Year 2019/2020, approve the issuance of a blanket purchase order, in excess of $25,000, for George Stone Technical School for tuition and the enrollment of approximately 25 students for the Corrections Department.

Vendor/Contractor	Amount	Contract Number
George Stone Vo-Tech Center Project: 20 to 25 Students for the Academy Fund: 115 Article V Cost Center: 290206, Object Code 55501	$47,000	Blanket Purchase Order

BACKGROUND:

Corrections will be sending approximately 25 students through the George Stone Technical School in order to fill current vacancies in the Escambia County Jail.

BUDGETARY IMPACT:

Funds for this purchase are available in Fund 115, Cost Center 290206, Object Code 55501.

Vendor/Contractor	Amount	Contract Number

George Stone Vo-Tech Center Project: 20 to 25 Students for the Academy Fund: 115 Article V Cost Center: 290206, Object Code 55501	$47,000	Blanket Purchase Order

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Students will be hired to fill the current personnel vacancies in the Escambia County Jail.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon approval, the Office of Purchasing will issue a Purchase Order.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18078 **County Administrator's Report 13. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Acceptance
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Bureau of Justice Assistance Coronavirus Emergency Supplemental Funding Program Fiscal Year 2020 Formula Grant - William R. Powell, Director of Corrections

That the Board take the following action regarding the Bureau of Justice Assistance Grant Award to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs:

A. Approve the Acceptance of the Bureau of Justice Assistance Grant, Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant, in the amount of $370,107;

B. Authorize the Chairman to sign OJP Form 4000/2 for Grant Acceptance as the Authorized Grantee Official; and

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

[Funding: This Grant does not require matching funds. Fund 001, Cost Center 290411]

BACKGROUND:

As Authorized by the Board on May 7, 2020, the Escambia County Corrections Department submitted the U.S. Department of Justice, Bureau of Justice Assistance (BJA) Fiscal Year 2020 Coronavirus Emergency Supplemental Funding (CESF) Program Formula Grant. The program is intended to provide funding to assist eligible governmental agencies in preventing, preparing for, and responding to the coronavirus. These funds will go directly to support criminal justice needs related to coronavirus. Escambia County, based on the formula Grant, has been allocated $370,107. No local match is required.

Management teams from Escambia County Corrections (Corrections), Escambia County Sheriff's Office (ECSO), Clerk of Court, and County Administration met via teleconference on April 21, 2020, and April 22, 2020, to discuss project proposals based on the permissible uses of CESF funds. An agreement was reached to allocate Corrections $105,000 and ECSO $265,107. Corrections proposes the utilization of Grant funds for Personal Protective Equipment, sanitation/disinfection supplies and equipment, enhanced filtration supplies for HVAC systems, and advanced indoor air quality purification equipment. ECSO requests CESF allocation to fund off-road all-terrain vehicles (*ATV*) to patrol and enforce beach closures and social distancing requirements, laptop computers to provide portable work access for employees practicing Florida's "Safer at Home" executive order, Personal Protective Equipment, and sanitation/disinfection supplies.

BUDGETARY IMPACT:

The Grant draw-downs will be processed on a cost reimbursement basis. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The award acceptance document has been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Corrections Department staff will manage and implement the Grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with all provisions of the Board of County Commissioners' Grant Policy.

IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the Grant related project.

Attachments

CESF COVID-19 Grant Award Doc

BCC Action 05.07.2020

Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

June 2, 2020

Chairman Steven Barry
County of Escambia
221 Palafox Place, Suite 200
Pensacola, FL 32502-5835

Dear Chairman Barry:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by County of Escambia for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is $370,107. These funds are for the project entitled Coronavirus Emergency Supplemental Funding (CESF) Program Project to Prevent, Prepare for, and Respond to COVID-19 for Corrections and Law Enforcement..

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should County of Escambia accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tarasa Napolitano, Program Manager at (202) 598-7372; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.

Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

June 2, 2020

Chairman Steven Barry
County of Escambia
221 Palafox Place
Suite 200
Pensacola, FL 32502-5835

Dear Chairman Barry:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

County of Escambia
221 Palafox Place Suite 200
Pensacola, FL 32502-5835

4. AWARD NUMBER: 2020-VD-BX-1256

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022

BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 06/02/2020

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
596000602

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
075079673

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Coronavirus Emergency Supplemental Funding (CESF) Program Project to Prevent, Prepare for, and Respond to COVID-19 for Corrections and Law Enforcement.

10. AMOUNT OF THIS AWARD $ 370,107

11. TOTAL AWARD $ 370,107

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14 . CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Steven Barry
Chairman, Board of Commissioners

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		370107

21. VVDUGT1286

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

[SEAL]

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 06-08-2020

PROJECT NUMBER 2020-VD-BX-1256 AWARD DATE 06/02/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

   By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

   Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

PROJECT NUMBER 2020-VD-BX-1256 AWARD DATE 06/02/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff’s Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at https://www.ojp.gov/funding/explore/CESF-program-specific-condition, that is incorporated by reference here.

SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

PROJECT NUMBER 2020-VD-BX-1256 AWARD DATE 06/02/2020

SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https:/ / bja.gov/ Funding/ nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP’s Grant Management System (GMS).

SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https:/ / nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

45. Missing Attachment: Disclosure of lobbying

The recipient must complete a Disclosure of Lobbying Activities (SF-LLL) form, and submit it to the grant manager for this award. Award closeout will not be possible until OJP has issued a Grant Adjustment Notice to remove this special condition.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Escambia

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:
(1) New construction
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
(3) A renovation that will change the basic prior use of a facility or significantly change its size
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

Department of Justice (DOJ)
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-VD-BX-1256

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Tarasa Napolitano
(202) 598-7372

2. PROJECT DIRECTOR (Name, address & telephone number)

Lani Birchett
Corrections Grant Administrator
2251 North Palafox Street
Pensacola, FL 32501-1722
(850) 595-0878

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Coronavirus Emergency Supplemental Funding (CESF) Program Project to Prevent, Prepare for, and Respond to COVID-19 for Corrections and Law Enforcement.

5. NAME & ADDRESS OF GRANTEE

County of Escambia
221 Palafox Place Suite 200
Pensacola, FL 32502-5835

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

$ 370,107

10. DATE OF AWARD

06/02/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

51. Recommendation: That the Board take the following action concerning the Application to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs, in the amount of $370,107:

    A. Approve the Bureau of Justice Assistance Application for the Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant Solicitation. This Application is for a two-year Grant period beginning January 20, 2020, totaling $370,107;

    B. Authorize the Chairman to electronically sign the Application for funding assistance, the standard assurances, certifications regarding lobbying, debarment and drug-free workplace requirements regarding the local coronavirus response project, and sign the Financial Management and System of Internal Controls Questionnaire; and

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

    [Funding: This Grant does not require matching funds, Fund 001, Cost Center 290401 and Fund 001, Cost Center 290402]

Motion: Move the item, A, B, and C
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

52. Recommendation: That the Board approve and authorize the issuance of a Purchase Order totaling $59,360 for CorrecTek database preparation for the Spark Transition for the software upgrade to the current electronic health record software, per the quote provided.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18094 **County Administrator's Report 13. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Purchase of New Agenda Software
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of a New Agenda Software Program - Janice P. Gilley, County Administrator

That the Board take the following action:

A. Approve the selection of CivicClerk to replace the AgendaQuick agenda Software Program at a savings of approximately $3,000 in year one and $16,000 annually in subsequent years. To facilitate more flexibility and accessibility, a virtual option for board members allows attendance and voting remotely in keeping with COVID-19 guidelines for social distancing. The CivicClerk platform will enhance the ability for staff and the public to also attend virtually; and

B. Approve the issuance of a Purchase Order and signature by the County Administrator to begin implementation.

BACKGROUND:

The AgendaQuick system currently used for agenda preparation is difficult to navigate and suffers from outdated features.

- CivicClerk is user-friendly.
- Provides the option for electronic voting whether board members are on-site or are attending remotely.
- The virtual option for some or all board members enhances the ability for both staff and public audiences to meet CDC COVID-19 guidelines for social distancing.
- For timed segments, the software allows projection of the countdown clock to the audience.
- The easy to read, color coded dashboard is simple to navigate.
- CivicClerk offers a significant cost savings.

After careful review of comparative options, the accessibility and effectiveness of

the program, collaboration with several departments (IT, HR, County Administration, CMR) and visitation to see the program in action in Santa Rosa County, CivicClerk was chosen as the best program to improve Escambia County BCC meetings.

BUDGETARY IMPACT:

As the quote from CivicClerk is about half of the cost of AgendaQuick, the purchase will create a savings to the County of approximately $16,000 after year one implementation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement/Contract will be subject to Legal review and sign-off.

PERSONNEL:

No additional personnel was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office and the Information Technology Department will implement.

Attachments

Software Comparison

Quotes for Agenda Software

	CivicClerk	Granicus	AgendaQuick & Swagit
One Time/1st Year Fee			
Required to replace AgendaQuick			
Setup & Config	$6,002	$1,000	
Training	$1,500	6 hours $0	
Encoding Hardware	$3,000	$4,400	
Service	$10,080	$16,116	
Total Year 1 Required	**$20,582**	**$21,516**	**$4,500**
Optional to replace Swagit			
VoteCast System	Included in price	$8,240	
Option Trainings	$1,500	$6,350	
Streaming	$7,350	$22,272	$27,600
Total Year 1 Options	**$8,850**	**$36,862**	
Total Year 1 Including Setup/Equipment	**$29,432**	**$58,378**	**$32,100**
Annual Fees beginning Year 2			
Required to replace AgendaQuick	$10,080	$17,244	
Optional to replace Swagit	$6,300	$36,863	
Total w/all Options	**$16,380**	**$54,107**	**$32,100**
Year 2 and beyond cost	5% increase per year	7% increase per year	AgendaQuick increases $0-$750 per year based on last 5 years Swagit cost last 5 years was $22,000 - $32,000 per year

Both CivicClerk & Granicus offer Unlimited User Licenses

Support

CivicClerk	**7-7 CT M-F, 4 hour max response, 24/7 emergency** **Full backups daily, Regularly scheduled upgrades, and system patches** **All future updates for CivicClerk are included** **Encoding hardware for Civic estimated less than $3,000**
Granicus	**5-7 CT M-F including in app chat, 24/7 critical response**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18062 **County Administrator's Report 13. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: SBA#149 - Sheriff's Off-Duty Officer Reimbursements, Misc. Fees, Auto Repairs, Auto Insurance, Public Records and Investigation Costs
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #149 - Sheriff's Department. Henrique Dias, Chief Financial Officer - Sharon Harrell, Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #149, General Fund (001), in the amount of $19,062, to recognize the Sheriff's off-duty officer, miscellaneous reimbursements/fees, auto repairs, auto insurance, public records and investigative costs, and to appropriate these funds back into the Sheriff's Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

BACKGROUND:

The Sheriff's Department has received off-duty officer, Auto repairs, Auto Insurance, Public Records, Investigative cost, Miscellaneous costs and Reimbursement/fees associated with providing law enforcement and services in Escambia County. An appropriation of $19,062 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by $19,062.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#149

SBA#149 Backup

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as miscellaneous Sheriff's fees, auto repair, auto insurance, public records and investigative costs. These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous Sheriff Fees	369939	$14,730
001/ General Fund	Auto Insurance	369008	4,090
001/ General Fund	Investigative Costs	341525	242
Total			**$19,062**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	$19,062
Total			**$19,062**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

Adopted

Sharon Harrell Digitally signed by Sharon Harrell Date: 2020.06.09 15:44:53 -05'00'

OMB Approved

Supplemental Budget Amendment #149

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028374

Account	Purchase Order	Invoice Number	Amount	Description
001 208150		20 JUN-08	992.00	MICS DETAIL RQD MAY20

369939

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: **payables@escambiaso.com**

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/04/20 CHECK NO. 10028374

AMOUNT $ *******992.00*

PAY THE SUM OF NINE HUNDRED NINETY TWO DOLLARS & ZERO CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028374⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861
U.S. Pat. no. 6,095,407
EZECSO/CK

DTOG-MISCELL (DETAIL RQD) May 2020

Budget Unit: 001 AND Transaction Date: Between May 1, 2020 12:00 AM and May 31, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Admin Fee Payroll	05/01/2020	001	208150	101001	$33.00
Admin Fee Payroll	05/15/2020	001	208150	101001	$33.00
Admin Fee Payroll	05/29/2020	001	208150	101001	$31.00
PAM CHILDERS CLERK OF CIRCUIT COURT	05/13/2020	001	208150	101001	$895.00
DTOG-PUBLIC RECORDS FEES					**$992.00**

33.00 +
33.00 +
31.00 +
895.00 +
992.00 T

0. C

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028379

Account	Purchase Order	Invoice Number	Amount	Description
001 208201		20JUN-02	12,788.00	EDE MAY20

369939

262 BOARD OF COUNTY COMMISSIONERS

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THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/04/20 CHECK NO. 10028379

AMOUNT $ ****12,788.00*

PAY THE SUM OF TWELVE THOUSAND, SEVEN HUNDRED EIGHTY EIGHT DOLLARS & ZERO CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028379⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861
U.S. Pat. no 6,095,407
EZECSO/CK

Extra Duty Employment Fee's May 2020

Budget Unit: 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between May 1, 2020 12:00 AM and May 31, 2020 11:59 PM $12,788.00

Transaction Date: Ascending order

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Account Title	Transaction Amount
JASON VON ANSBACH-YOUNG	05/07/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
DELARIAN WIGGINS	05/11/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
ANDREW LEONARD	05/12/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
BRANDON M SCHULER	05/12/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
STEVEN MORRIS	05/12/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$49.50
BOBBY KERSEY	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$126.00
BRYAN POOLE	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$7.00
CHAD BROWN	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$200.00
DARREN ROBINSON	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
DOUGLAS SHOEMAKER	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
FRANK FORTE	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
HOWARD ENDERSON	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
JACOB HOLLOWAY	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$14.00
JAMES C BARNETT	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JONATHAN GLASS JR	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JOSHUA MICHAEL TIMO	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
KEVIN STACK	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
LARRY D RICHARDSON	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
LARRY MEADOWS	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
MARC DEWEES	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
MELONY PETERSON	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
STEPHEN HALL	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
STEVEN HARDY	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
STEVEN MCCANN	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
TIMOTHY RUBLE	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
TRAVIS PEACOCK	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
TRENTON HERSHBERGER	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$113.00
WILLIAM HALLFORD	05/13/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
BENJAMIN DUNLAP	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
BRADLEY BAKER	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DAVID RAMIRES	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
GERARD OSTROM JR.	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$9.00
GREGORY JOSEPH GOULT	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
HARRY KILPATRICK	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JAMES BARNES	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
JASON DONNELLY	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
JEFF CUTAIO	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.50
JUSTIN ROBBINS	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$130.00
MATTHEW BEATY	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
MATTHEW BEVINS	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$108.00
MICKY CAUDELL	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
PETER KAMAU	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$156.00
PHILIP E GOBLE	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
RAYMOND HART	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
ROBERT CLARK	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
SANDRA WEBBER	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$142.00
TOM GREER	05/14/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$118.00
ALBERT GEORGE KALBER	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$5.00
ANTHONY CALOGERO	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$103.00
CHARLES DICKIN	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
CRISTA POPE	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$109.00
DAVID BJORENSEN	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$103.00
EDWARD ROY	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$66.00
JACK HOLLAND	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JAMAL R VINSON	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$150.00
JIMMIE WIGGINS	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$164.00
MATTHEW JOHNSON	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MICHAEL COBURN	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
MICHAEL HOYLAND	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$158.00
MICHAEL WILLIAMS	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$49.50
MICHAEL WORKMAN	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$152.00
MILDRED SMALLWOOD	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
RAYMOND M. MATHENY II	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
ROBERT HARMON	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
RUFUS JACKSON	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
SCOTT WEEKS	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
SHAWN VESTAL	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$53.00

TOD DAY	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$120.00
TY BREWTON	05/15/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$129.00
AMANDA KELLY FREEMAN	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
ANDREW NICHOLS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$150.00
CALEB ODOM	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
CASEY WARD BOWLING	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
CHASE HORNE	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
COY MCKENNA	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
DANYELL JESSY LEBOFF	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$116.00
DAVID ASHTON	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
DONOVAN MCCLURG	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$14.00
HEATH CHEATHAM	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$114.00
JAKE BANDURSKI	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JAMES FREEMAN	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$184.00
JAMES NEWTON	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$160.00
JARRETT DE SILVA	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$181.00
JENNIFER WATERS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JOAN SAVAGE	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JOHN WATKINS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$69.00
JOSHUA TAYLOR	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
KEVIN PACHUCKI	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
KRISTI BERRY	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
MACK OWENS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$11.50
MEAGHAN KEARNS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
MELISSA SALTER	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
MELISSA STERLING	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
PATRICK PHARR	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
PETER RONALD GALLION	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
PHILIP FOLMAR	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$164.00
RICHARD BAILY	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$47.00
ROMAIN BRISSETT	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$39.00
SEAN PATTERSON	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$62.00
SHELIA M. CHEEKS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
THOMAS GARRETT	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
THOMAS HARRIS	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
TIMOTHY EDMONSON	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
TIMOTHY F GRAVES	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$152.00
TIMYRON YOUNG	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
TODD GLAZE	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$292.00
TONY GODWIN	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$190.00
TREY KEEGAN	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
WILLIAM POWELL	05/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
ANDREW KELLEY	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
ANDREW KILGEN	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ANTHONY JENNINGS	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
BAMBI SELLARS	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$74.00
BOBBY SMALL	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
BRANDON BEECH	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$145.00
BRANDON GEISLER	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$189.00
BRIAN RUPERT	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
BRYAN BARTON	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
CHAD ROOP	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
CHRISTIAN COAD	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$145.00
CONOR MCKINLEY	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
DAVID RAPPA	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
ERIC ANDERSON	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$179.00
GABRIELLE MARCOOL	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
HAROLD POOL	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.00
JACOB COTE	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
JEF GARDNER	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JEFFREY SWANSON	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$192.00
KEITH LEVERETT JR	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
KEVIN HADDOCKS	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
NICHOLAS CARPENTER	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
NORMAN FRYE	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
RICKY HOWELL	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$104.00
ROBERT NELSON	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$94.00
ROBERT RANDOLPH GREENE	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$176.00
ROBERTO BARRAGAN JR	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
STANLEY WEHMEIER	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$50.00
STEVEN GOZZE LEITE	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
TERRY HAMMOCK	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$138.00

TIMOTHY FOX	05/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$142.00
ANH THACH	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
BRANDON MINOR	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$37.00
BRETT MCCORMACK	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
BRIAN SHORETTE	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
CHRISTIAN COCHRAN	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
CHRISTOPHER SOWELL	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
COREY SMITH	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
CURTIS CEPHAS	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$212.00
DUSTIN SHAW	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$95.00
GREGORY NESMITH	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
HARRY GREEN	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JAMES GILMAN	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JAMES M FREEMAN II	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JAMES MANN	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.00
JAMES MORRIS	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JARED SEABURY	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$202.00
JASON FREAUFF	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$264.00
JAYSON BARNES	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JEFFREY GILLESPIE	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JEREMIAH MEEKS	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
JIMMIE TATUM	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
JOHN BEARD	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$35.00
JONATHAN ATES	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JOSEPH HEINO	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
JOSEPH PARENTE	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JOSHUA DAVID THOMPSON	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$67.00
JOSHUA LAVOIE	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
KENNETH BULL	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$26.00
KEVIN COXWELL	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
KEVIN STIMMELL	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
KODY HALEY	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
LUKE MCCRACKEN	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$89.00
MATTHEW HOUSAM	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
MICHAEL MOULTON	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
MICHELLE WERT	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$5.00
MITCHELL A. LEUZINGER	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
MITCHELL STEVENS	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
ROBERT JOSEPH CAMPBELL	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
SANTIAGO CARRION-SOSA	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
SCOTT RIVKIN	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
SHEDRICK JOHNSON	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$242.50
TROY LUCKENBILL	05/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$33.00
BURT CRAFT	05/21/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
JOSE M OLIVERAS	05/26/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
RODNEY BELL	05/27/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$11.50
Summary						**$12,788.00**

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028377

Account	Purchase Order	Invoice Number	Amount	Description
001 208204		20 JUN-11	789.11	AUTO REPAIR MAY20

369939

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: **payables@escambiaso.com**

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/04/20 CHECK NO. 10028377

AMOUNT $ *******789.11*

PAY THE SUM OF SEVEN HUNDRED EIGHTY NINE DOLLARS & 11 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028377⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861

U.S. Patent No. 6,095,407

EZECSO/CK

Auto Repair Work May 2020

Budget Unit: 001 AND Transaction Date: Between May 1, 2020 12:00 AM and May 31, 2020 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK						
	ESCAMBIA BOARD OF COUNTY COMMISSION	05/29/2020	001	208204	101001	$305.04
	GENERAL MOTORS	05/14/2020	001	208204	101001	$104.20
	STATE OF FL DEPT OF FINANCIAL SVCS	05/27/2020	001	208204	101001	$379.87
DTOG-AUTO REPAIR WORK						**$789.11**

104.20 +
379.87 +
235.04 +
70.00 +
789.11 T

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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028378

Account	Purchase Order	Invoice Number	Amount	Description
001 208202		20 JUN-12	4,090.06	AUTO ACC SETTLE MAY20

369008

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/04/20 CHECK NO. 10028378

AMOUNT $ *****4,090.06*

PAY THE SUM OF FOUR THOUSAND NINETY DOLLARS & 06 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028378⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861
U.S. Pat. no. 6,095,407
EZECSO/CK

Auto Accident Settlements May 2020

Budget Unit: 001 AND Transaction Date: Between May 1, 2020 12:00 AM and May 31, 2020 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO ACCIDENT SETTLE	GEICO INSURANCE COMPANY	05/06/2020	001	208202	101001	$4,090.06
DTOG-AUTO ACCIDENT SETTLE						**$4,090.06**

Jun 2, 2020 - 1 - 12:35:10 PM

3,166.34 +
923.72 +
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David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028375

Account	*Purchase Order*	*Invoice Number*	*Amount*	*Description*
001 208104		20 JUN-09	160.13	PUBLIC RECORDS MAY20

369939

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/04/20 CHECK NO. 10028375

AMOUNT $ *******160.13*

PAY THE SUM OF ONE HUNDRED SIXTY DOLLARS & 13 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028375⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861

U.S. Pat. no. 6,095,407

EZECSO/CK

Public Records May 2020

Budget Unit: 001 AND Transaction Date: Between May 1, 2020 12:00 AM and May 31, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
ECSO RECORDS DEPARTMENT	05/06/2020	001	208104	101001	$105.20
ECSO RECORDS DEPARTMENT	05/19/2020	001	208104	101001	$17.24
ECSO RECORDS DEPARTMENT	05/20/2020	001	208104	101001	$37.69
DTOG-PUBLIC RECORDS FEES					**$160.13**

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17.24 +
37.69 +
160.13 T

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028373

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		20 JUN-07	242.31	INV COSTS MAY20

341525

262 BOARD OF COUNTY COMMISSIONERS

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DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 06/04/20 CHECK NO. 10028373

AMOUNT $ *******242.31*

PAY THE SUM OF TWO HUNDRED FORTY TWO DOLLARS & 31 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028373⑈ 063013924⑆674869787 8⑈

Print Mail 1-866-667-2861

EZEGSO/CK

Investigation Costs May 2020

Budget Unit: 001 AND Transaction Date: Between May 1, 2020 12:00 AM and May 31, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	05/13/2020	001	208109	101001	$50.00
FL DEPT OF CORRECTIONS	05/19/2020	001	208109	101001	$192.31
DTOG-INVESTIGATIONS COSTS					**$242.31**

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18083 **County Administrator's Report 13. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Supplemental Budget Amendment #150 - Coronavirus Emergency Supplemental Funding Program Award
From: Sharon Harrell, Interim Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #150, Corrections Department, William R. Powell, Director of Corrections - Sharon Harrell Interim Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #150, General Fund (001), in the amount of $370,107, to recognize and appropriate funds from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for the BJA Fiscal Year 2020 Coronavirus Emergency Supplemental Funding (CESF) Program.

BACKGROUND:

At the May 7, 2020, BCC meeting, the Board approved the submission of a Bureau of Justice Assistance application for the Coronavirus Emergency Supplemental Funding Program Fiscal Year 2020 Formula Grant. This Application was approved by the Office of Justice Programs and the Department of Justice and awarded to Escambia County on June 3, 2020. Corrections will receive $105,000 and Escambia County Sheriff's Office (ECSO) will receive $265,107. Corrections proposes to use the funds for personal protective equipment, sanitation/disinfection supplies, enhanced filtration supplies for HVAC systems and advanced indoor air quality purification equipment. ECSO proposes to use the funds for off-road all-terrain vehicles (ATV) to patrol and enforce beach closures and social distancing requirement, laptop computers to provide portable work access for employees practicing Florida's "Safer at Home" executive order, personal protective equipment and sanitation/disinfection supplies. The award is for a two-year Grant period beginning January 20, 2020.

BUDGETARY IMPACT:

This Amendment will increase the General Fund (001) in the amount of $370,107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases and decreases in revenues to be approved by the Board per F.S. 129.06 - Execution and Amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#150

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded funds from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for a Coronavirus Emergency Supplemental Funding (CESF) Program, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001
Fund Name	**Fund Number**

Fund Number and Name	Account Name	Account Code	Amount
001 / General Fund	COVID-BJA FY20 CESF (new)	331297 (new)	$370,107
Total			**$370,107**

Fund Number and Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	290411 (new)	55201 / Operating Supplies	$41,250
	COVID-BJA FY20 CESF	56201 / Buildings	$63,750
		58101 / Aids to Gov't Agencies	$265,107
Total			**$370,107**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted
RH 6/19/2020
OMB Approved

Supplemental Budget Amendment
#150

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18103 **County Administrator's Report 13. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Change Order to Purchase Order 200409 - American Facility Services Inc
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to American Facility Services, Inc., for the Public Works Department, Pensacola Beach Division - Wes Moreno, Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to American Facility Services, Inc., for the Public Works Department, Pensacola Beach Division:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$12,000
Vendor:	American Facility Services, Inc.
PO#	200409
CO#	1
Original Purchase Order Amount:	$24,000
Amount of Change Order	$12,000
New Purchase Order Total:	$36,000

[Funding Source: Fund 001, General Fund, Cost Center 260107, Object Code 53401]

BACKGROUND:

In October 2019, Purchase Order 200409, in the amount of $24,000, was issued to American Facility Services, Inc., for janitorial services for the SRIA Admin Building and Pensacola Beach Visitors Information Center. This amount was estimated using the old contract pricing while the bid process was ongoing for a new contract. The estimated amount was not sufficient to cover the full year due to anticipating new contract/new vendor.

This recommended Change Order for an additional $12,000 is needed to cover the remainder of this fiscal year.

BUDGETARY IMPACT:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$12,000
Vendor:	American Facility Services, Inc.
PO#	200409
CO#	1
Original Purchase Order Amount:	$24,000
Amount of Change Order:	$12,000
New Purchase Order Total:	$36,000

[Funds for this Change Order are available in Fund 001, General Fund, Cost Center 260107, Object Code 53401]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18092 **County Administrator's Report 13. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Change Order to Purchase Order 200294 - Containers Inc
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Container's, Inc., for the Public Works Department, Pensacola Beach Division - Wes Moreno, Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Container's, Inc., for the Public Works Department, Pensacola Beach Division.

This recommended Change Order for $40,000 is estimated to be needed for the remainder of this fiscal year. These additional funds are to cover rental fees for additional portable toilets and extra cleanings - The additional portable toilets were placed in conjunction with the re-opening of Pensacola Beach following the beach closure at the onset of the COVID-19 Pandemic.

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$40,000
Vendor:	Container's, Inc.
PO#	200294
CO#	1
Original Purchase Order Amount:	$30,000
Amount of Change Order	$40,000
New Purchase Order Total	$70,000

[Funding Source: Fund 001, General Fund, Cost Center 260107, Object Code 55201]

BACKGROUND:

In October 2019, Purchase Order 200294, in the amount of $30,000, was issued to Containers, Inc., for monthly rental and service of portable toilets at various locations on Pensacola Beach.

This recommended Change Order for $40,000 will increase funds to $70,000 which is estimated to be needed for the remainder of this fiscal year. These additional funds are needed to cover rental fees for additional portable toilets and extra cleanings - The additional portable toilets were placed in conjuntion with the re-opening of Pensacola Beach following the beach closure at the onset of the COVID-19 Pandemic.

BUDGETARY IMPACT:

Department:	Public Works
Division:	Pensacola Beach
Type:	Addition
Amount:	$40,000
Vendor:	Container's, Inc.
PO#	200294
CO#	1
Original Purchase Order Amount	$30,000
Amount of Change Order	$40,000
New Purchase Order Total	$70,000

[Funds for this Change Order are available in Fund 001, General Fund, Cost Center 260107, Object Code 55201]

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18108 **County Administrator's Report 13. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Purchase Order for Laboratory Services to Support the Pensacola and Perdido Bays Estuary Program NCCA Sampling Intensification
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Purchase Order for Laboratory Services to Support NCCA Sampling in the Pensacola and Perdido Bay Systems - Matt J. Posner, Interim Director, Pensacola & Perdido Bays Estuary Program through J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for laboratory services to support the Pensacola and Perdido Bays Estuary Program (PPBEP) National Coastal Conditions Assessment (NCCA) intensification sampling in the Pensacola and Perdido Bay System to Great Lakes Environmental Center, Inc., in the amount of $49,726, per the terms and conditions of the Laboratory Services Request for Quotations. Testing will include sediment quality ($13,708), fish quality ($10,718), and benthic quality ($25,300).

The Request for Quotations was advertised through Vendor Registry to 45 firms representing 86 registrants on June 1, 2020. 59 registrants opened and viewed the Request for Quotations. At closing on June 12, 2020, four quotations had been received.

Vendor/Contractor	Amount	Contract Number
Great Lakes Environmental Center, Inc. Fund 118, Gulf Coast Restoration Fund Cost Center 222008, EPA Bays Estuary Program Object Code 53401, Other Contractual	$49,726	N/A Request for Quotations via Vendor Registry

Services			

BACKGROUND:

The U.S. Environmental Protection Agency's National Coastal Conditions Assessment (NCCA), originating as EMAP in the 1990s, was developed to provide the public and decision-makers with improved, statistically valid environmental information for the Nation's coastal waters. NCCA seeks to identify common water quality impairments, trends, relative importance of key stressors, and targets for investment. Surveys are completed every five years to provide a snapshot of coastal water conditions. NCCA indicators include a Water Quality Index, Sediment Quality Index, Fish Quality Index, Benthic Index, and Human Health Index.

Historically, NCCA has had a presence in the Pensacola Bay System and Perdido Bay System of no more than seven sites. In June 2019, Estuary Program staff met with EPA's Office of Water to discuss implementing an intensification study in both bay systems. The additional data collected through an intensification study allows for analysis on a finer scale, making it more useful at the local and regional level. EPA's Stratified Probabilistic Sampling Design was utilized to determine a need of 30 sampling sites to achieve 90% confidence in conditions of both bay systems. As seven sites were already programed for 2020, this resulted in an intensification of 23 sites.

The NCCA intensification study will provide the Estuary Program with a current snapshot of trends, concerns, and opportunities as the Comprehensive Conservation and Management Plan (CCMP) is developed. Further, the information gleaned from NCCA will be utilized to develop a preliminary State of the Bay Report. The Estuary Program Policy Board authorized expenditures for the NCCA sampling intensification from the Program's EPA Grant Monitoring budget at their May 27, 2020, Board meeting.

EPA's Gulf of Mexico Division, Office of Water, Office of Research and Development, and Region 4 have been extremely valuable partners. EPA has committed to covering costs of the Water Quality Index and Human Health Index, in addition to providing field resources (including boats and personnel) to assist in the intensification study. Field work is expected to commence late summer 2020.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number	
Great Lakes Environmental Center, Inc. Fund 118, Gulf Coast Restoration Fund Cost Center 222008, EPA Bays Estuary Program	$49,726	N/A Request for Quotations via Vendor Registry	

Object Code 53401, Other Contractual Services			

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal sign-off was not required for this Recommendation.

PERSONNEL:

No impact to personnel associated with this Recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Pensacola & Perdido Bays Estuary Program staff will coordinate with the Office of Purchasing to request issuance of the Purchase Order.

Attachments

Vendor Registry Analytics
Expired Quote
GLEC Lab Services Quote

Analytics

for 'General Laboratory Analytical Services for the Escambia County Water Quality Laboratory, NCCA/NARS Monitoring R1'

Unique Views

10

Notifications Sent

Show Details

86

Notifications Opened

Show Details

59

Unique Downloads

0

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VendorRegistry

Expired Quote

Manage expired quote

Expired Quotes / Expired Quote

SUBMISSIONS REOPEN NOTIFY VENDORS COPY QUOTE ANALYTICS

QUESTIONS SET TO 'IN REVIEW' SET TO 'AWARDED' SET TO 'CANCELLED'

ADD NOTE

Status: Deadline Expired

Quote Details: General Laboratory Analytical Services for the Escambia County Water Quality Laboratory, NCCA/NARS Monitoring R1

Quote Overview:

The Escambia County Water Quality Laboratory (ECWQL) is located at 3363 West Park Place in Pensacola, Florida. The ECWQL needs certified laboratory testing to support the joint EPA National Coastal Condition Assessment and National Aquatic Resource Surveys (NCCA/NARS) monitoring programs. The ECWQL requires a NELAP certified lab that operates Monday through Friday, 8:00 AM- 5:00 PM. All responses are subject to a Water Quality Land Management Division (WQLM) and third-party review. The award may be for the complete project or a partial scope. Because of the specialty testing requirements, subcontracting is allowed and laboratories that have corresponding specialty testing capability are encouraged to complete the quote for the section in which they have capability. Support documents such as the Laboratory Operations Manual is included. The Document Request forms for Chemistry and Biology are attached are for requirement informational purposes only and will only have to be filled out if awarded the work.

For questions please contact Christy Draper at Email: cjdraper@myescambia.com or Call: 850-595-1873.

Deadline: 6/12/2020 5:00 PM (Central Daylight Time)

Quote #: ECWQL-2020_NCCA_NARS R1

Products and Services:

- Soil, Soil Vapor And Groundwater Sampling And Analysis, Including Disposal
- Laboratory And Field Testing Services, Including Hazardous Waste, (Not Otherwise Classified)
- Water Sampling And Analysis Services

Documents:

- Lab Services Quote ECWQL-2020_NCCA_NARS R1 Form.pdf
- National Coastal Condition Assessment LOM 20200117_DG01212020.pdf
- NCCA 2020 Document Request Chemistry Form.pdf
- NCCA 2020 Biology Document Request Form.pdf

Itemized List:

- none

Online Bids: more

- EA - Escambia County Lab Services Quote-EA586-REV1.pdf
- Great Lakes Environmental Center - GLEC Lab Services Quote ECWQL-2020_NCCA_NARS R1 signed.pdf
- TestAmerica Laboratories, Inc. - Project Limits 40012132 rev 1.xlsx
- TestAmerica Laboratories, Inc. - Escambia County Submittal_Eurofins TestAmerica Pensacola rev 1.pdf

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Great Lakes Environmental Center

Applied Environmental Sciences
www.glec.com

Traverse City Operations
739 Hastings St.
Traverse City
MI 49686

231 941-2230
231 941-2240 fax

Columbus Operations
1295 King Ave.
Columbus
OH 43212

614 487-1040
614 487-1920 fax

June 10, 2020

Christy Draper
Escambia County Water Quality Laboratory (ECWQL)
3363 West Park Place
Pensacola, FL 32505

RE: PROPOSAL IN RESPONSE TO SOLICITATION: ECWQL-2020_NCCA_NARS R1

Dear Ms. Draper:

Great Lakes Environmental Center, Inc. (GLEC) is pleased to submit the enclosed proposal in response to ECWQL's solicitation. GLEC and our proposed subcontractors have extensive experience in water quality testing and, more specifically, with the NARS program and associated analysis. GLEC has provided training, logistics, batch laboratory and field sampling support to the NARS program for over ten years. Our subcontractors are well established laboratories and will be providing analytical support to the 2020 NCCA program.

As mentioned previously, GLEC is the batch laboratory for the 2020 NCCA. Thus, all NCCA field samples are shipped to GLEC and subsequently batched to the lab(s) performing the analysis. We would handle the ECWQL samples in the same manner, ensuring samples are analyzed within holding times.

Please note the following on our cost proposal: 1) For both sediment chemistry and whole fish chemistry, we have itemized the costs as much as possible. For the sediment samples the cost to analyze all of the organic compounds is $289.00. This price includes PAHs, PCBs, pesticides and DDT metabolites. This price is listed on the DDT metabolites line in the proposal. Additionally, there are specific notes in the body of the proposal related to fish processing and analysis. 2) We are not bidding on the enterococci analysis.

Thank you for your consideration of our proposal. We are excited about this potential opportunity. Please contact me at 231-525-0492 or jbachman@glec.com if you have any questions.

Sincerely,
John Bachman

Escambia County

Request for Quote Laboratory Services ECWQL-2020_NCCA_NARS
General Laboratory Analytical Services for the Escambia County Water Quality Laboratory

The Escambia County Water Quality Laboratory (ECWQL) is located at 3363 West Park Place in Pensacola, Florida. The ECWQL needs certified laboratory testing to support the joint EPA National Coastal Condition Assessment and National Aquatic Resource Surveys (NCCA/NARS) monitoring programs. The ECWQL requires a NELAP certified lab that operates Monday through Friday, 8:00 AM- 5:00 PM. All responses are subject to a Water Quality Land Management Division (WQLM) and third-party review. The award may be for the complete project or a partial scope. Because of the specialty testing requirements, subcontracting is allowed and laboratories that have corresponding specialty testing capability are encouraged to complete the quote for the section in which they have capability.

For questions please contact Christy Draper at Email: cjdraper@myescambia.com or Call: 850-595-1873.

1. MINIMUM QUALIFICATIONS

Respondent must initial all qualifications that apply below. Failure to initial a qualification or provide requested documentation may be considered non-responsive.

a. JB Respondent must be located in, have a local partner laboratory or service center within a 3-hour drive of Pensacola, FL **or** have arrangements made for expedited shipping in order to meet the short hold time limits of several methods required and to accommodate sampling schedules.

b. JB Respondent, either the individual responding to this solicitation or project manager assigned to the project, must have successfully completed at least two projects of a similar nature in the past five years. Each project shall have had a project value of at least $25,000.

c. JB Respondent must have at least five years of experience performing testing services for the environmental testing methods for which they are submitting a quote.

d. JB Respondent shall have current National Environmental Laboratory Accreditation Program (NELAP) certification and meet all state and local government requirements to provide all the requested services and tests specified but not limited to, metals, nutrients, organic extractables, microbiology, pesticides/herbicides/PCBs and purgeable organics for any submitted section.

e. JB Respondent must provide copies of the most recent satisfactory NELAP or Department of Environmental Protection (DEP) / Department of Health (DOH) assessment of their facility. Any follow-up correspondence shall be included if any corrective action was required.

f. JB Respondent will be required to fill out the attached Biology and Chemistry Request Forms and provide all requested documentation for review upon award before the project begins.

g. JB Respondent shall employ a full time Quality Control Officer who has at least two years experience in the quality control of laboratories to ensure National Environmental Laboratory Accreditation Program (NELAP) compliance.

h. JB Respondent must identify all portions of the work Respondent intends to perform through subcontractors for each portion of the work (not including in-network laboratories).

Irrespective of the minimum qualifications stated above, the County may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The County reserves the right to reject any quote if the evidence submitted by such Respondent and/or the County's independent investigation of such Respondent fails to satisfy the County that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the County within the time specified. There are five Measure/Indicator sections: Water Quality Index, Sediment Quality Index, Fish Quality Index, Benthic Index and Human Health. All respondents must be able to meet specific criteria as outlined in the National Coastal Condition Assessment 2020 Laboratory Operations Manual (LOM attached) including but not limited to methods, parameter lists, quality control criteria and method detection limit (MDL) targets for each Measure/Indicator section submitted. Please list any method deviations and/or parameter exceptions in which the MDL does not meet the MDL target.

Analytical criteria details are found in the following NCCA LOM sections:

General Laboratory Guidelines: Section 2, pg. 13
Human Health, Algal Toxins: Sections 3, 4, pg. 17, 32
Benthic Index: Section 5, pg. 52
Fish Quality Index (Whole Fish): Section 6, pg. 76
Sediment Quality Index: Section 7, pg. 96
Water Quality Index: Section 8, pg. 109
Sediment Quality Index, Sediment Toxicity: Section 9, pg. 125
Human Health, Fish Tissue Mercury: Section 11, pg. 138
Human Health, Enterococcus, Section 12, pg. 142

Measure/Indicator		Assessment Outcome	Cost/Sample	Cost/Group
Water Quality Index	Dissolved Oxygen	Hypoxia/Anoxia	N/A	N/A
	pH	Water Column Characteristics	N/A	N/A
	Temperature		N/A	N/A
	Depth		N/A	N/A
	Salinity		N/A	N/A
	PAR/Secchi	Societal Value and Ecosystem Production	N/A	N/A
	Nutrients: Dissolved Inorganic	Nutrient Enrichment		$ 7,305.95
	NO_x		$ 27.00	
	NO_2		$ 24.15	
	NO_3		$ 0.00	
	NH_4		$ 34.00	
	PO_4		$ 31.00	
	Total Nitrogen		$ 47.00	
	NO_x		$ 27.00	
	TKN		$ 46.00	
	Total Phosphorus		$ 27.50	
	Chlorophyll-a		$ 54.00	
Sediment Quality Index	**Grain size**	Influencing Factor for Extent and Severity for Contamination	$ 63.00	$ 13,708.00
	TOC (optional)		$ 50.00	
	Sediment Chemistry:	Risk of Biological Response to Sediment Contamination		
	15 Metals		$ 194.00	
	25 PAHs		$ 0.00	
	20 PCBs		$ 0.00	
	14 Pesticides		$ 0.00	
	6 DDT Metabolites		$ 289.00	
	Sediment Toxicity	Biological Response to Sediment Exposure	$ 700.00	$ 16,100.00
Fish Quality Index	**Whole Body Fish Contaminants:**	Environmentally Available Contaminant Exposure Risk		$ 10,718.00
	13 Metals			
	20 PCBs			
	14 Pesticides			
	6 DDT Metabolites			
	25 PAHs (optional)		$ 466.00	
Benthic Index	**Benthic Community Structure**	Biological Response to Site Conditions	$ 1,100.00	$ 25,300.00
Human Health	**Algal Toxins:**	Societal Value		$ 3,312.00
	Microcystin		$ 67.00	
	Cylindrospermopsin		$ 77.00	
	Fish Tissue Mercury (skin on fillet)		$ 50.00	$ 1,150.00
	Enterococci			

Notes on fish tissue pricing: Specific analytes in whole fish would be charged as follows:
Metals: $249.00/sample
Organics (includes PAH): $272.00/sample.
Mercury in skin on fillets (fish plugs) would require an additional $44.00/sample for the lab to prepare the plugs.

COST SCHEDULE

(This form to be included in quote submittal)

Quotes are due by 5:00 p.m. CST, June 12, 2020

To: Escambia County Water Quality Laboratory

In accordance with the quote for Laboratory Analytical Services for the NCCA/NARS monitoring programs, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following attached schedule (fill in all blanks). The quote for the NCCA/NARS consists of five Measure/Indicator sections: Water Quality Index, Sediment Quality Index, Fish Quality Index, Benthic Index and Human Health. Laboratories must follow all guidelines as laid out in the National Coastal Condition Assessment 2020 Laboratory Operations Manual. There are expected to be between 13-30 samples (sample stations) taken in each section however, quantity may vary.

The County expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the County. The Cost Table attached is based on covering the NCCA/NARS sampling event for calendar year summer of 2020. Any reported sample result rendered unusable due to laboratory failure (such as but not restricted to missed hold time) will result in non-payment for that analyzed sample.

I HEREBY ACKNOWLEDGE, as Respondent or Respondent's authorized representative that I have fully read and understand all terms and conditions as set forth in this quote and that upon award of such quote, shall fully comply with such terms and conditions.

Great Lakes Environmental Center

Respondent (firm name)

739 Hastings St. Traverse City, MI 49686

Address

jbachman@glec.com

E-mail address

John Bachman Digitally signed by John Bachman DN: cn=John Bachman, o=GLEC, ou, email=jbachman@glec.com, c=US Date: 2020.06.11 11:25:45 -04'00'

Signature/Date

231-525-0492

Telephone number

John Bachman, Principle Research Scientist

Typed name and title

231-941-2240

Fax number

COST SCHEDULE TABLE ATTACHED
(All costs in the Table are to be included in Quote submittal)

The Quote will be awarded to the Respondent with the best match per Measure/Indicator and may be submitted as complete or partial in scope. Subcontracting is permitted and can be listed below.

Costs shall include, but not limited to, equipment, labor, supervision, courier service, sample kits and incidentals necessary to complete all activities specified. Unit costs are required for each applicable line item. If not applicable, please enter a zero or dash on the cost line. If a line item cost is included in another unit cost, please indicate that on the cost line. Courier or shipping both ways and sample disposal shall be included in the unit price. All quantities are estimates only and not guaranteed.

PROPOSED SUBCONTRACTORS

Respondent must identify all portions of the Work Respondent intends to perform through subcontractors. Do not include in-network laboratories.

1. Name and address of subcontractor: Physis Environmental Laboratories, Inc.
   1904 E Wright Circle Aneheim, CA 92806
   Description of work: Sediment,whole fish and fish plug chemistry analysis
   Estimated value of Work: 25575.00
2. Name and address of subcontractor: Enthalpy Analytical
   4340 Vandever Avenue San Diego, CA 92120
   Description of work: Sediment toxicity testing
   Estimated value of Work: 16100.00
3. Name and address of subcontractor: EnviroScience
   5070 Stow Road Stow, OH 44224
   Description of work: Algal toxins analysis
   Estimated value of Work: 3300.00
4. Name and address of subcontractor: EcoAnalysts
   1420 S. Blaine St., Suite 14 Moscow, Idaho 83843
   Description of work: Benthic community structure
   Estimated value of Work: 25300.00

5. Name and address of subcontractor: _____

_____

Description of work: _____

_____

Estimated value of Work: _____

(This form to be included in quote submittal)

NO RESPONSE FORM ECWQL

Quote ECWQL-2020_NCCA_NARS
Laboratory Analytical Services for NCCA/NARS Monitoring

Your reasons for not responding to this Request for Quotes are valuable to the ECWQL procurement process. Please complete this form and return it to the Division of Purchasing no later than the date set for receipt of quotes. Thank you for your cooperation.

Please check (as applicable):

- ☐ Specifications too "general" (explain below)
- ☐ Insufficient time to respond to the Invitation for Quotes
- ☐ Do not provide this type of work for this project
- ☐ Schedule would not permit us to perform
- ☐ Unable to meet quote specifications
- ☐ Specifications unclear (explain below)
- ☐ Disagree with solicitation or Agreement terms and conditions (explain below)
- ☐ Other (specify below)

Remarks: _____

_____

_____

_____

_____
RESPONDENT (FIRM NAME)

_____
ADDRESS

_____
E-MAIL ADDRESS

_____ _____
SIGNATURE/DATE TYPED NAME AND TITLE

_____ _____
TELEPHONE NUMBER FAX NUMBER

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18091 **County Administrator's Report 13. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Acceptance of U.S. Environmental Protection Agency Grant Agreement No. 01D08220 for the Pensacola & Perdido Bays Estuary Program
From: Chips Kirschenfeld, Director
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Acceptance of the U.S. Environmental Protection Agency Grant Agreement in the Amount of $297,220 - Matt J. Posner, Interim Director, Pensacola & Perdido Bays Estuary Program through J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board take the following action regarding the U.S. Environmental Protection Agency Grant Agreement No. 01D08220 for the Pensacola & Perdido Bays Estuary Program:

A. Accept the U.S. Environmental Protection Agency Grant Agreement No. 01D08220, for the Pensacola & Perdido Bays Estuary Program, in the amount of $297,220; and

B. Authorize the Chairman of the Pensacola & Perdido Bays Estuary Program Policy Board to execute all future Grant Agreement related documents, subject to Legal review and sign-off, such as no cost time extensions and no cost amendments.

[USEPA Grant Agreement No. 01D08220 includes $297,220 for project expenses. The budget will be established through approval of a Supplemental Budget Amendment]

BACKGROUND:

The U.S. Environmental Protection Agency (EPA), Gulf of Mexico Division, issued a Request for Proposals in fall 2019 targeting water-borne trash removal, reduction, and prevention in coastal waterways. The Pensacola & Perdido Bays Estuary Program (PPBEP) submitted a proposal in November 2019, targeting three creeks in the Pensacola Bay System. In March 2020, EPA announced PPBEP's proposal was one of 17 proposals selected across the entire Gulf Coast.

Water-borne trash is a global issue, with far reaching consequences and impacts; however, the problem starts in local waterways, parking lots, and roads. Trash-clogged creeks and streams are not only unsightly, they can pose serious health and safety risks. This project will identify and mediate potential sources and contributors of water-borne trash in three creeks of the Pensacola Bay System: Jones Creek in Escambia County, Carpenter Creek in the City of Pensacola, and Pond Creek in northern Santa Rosa County. All three creeks have experienced degradation due to alteration and development, and all three drain into impaired waterbodies. This project will heavily engage the community in trash removal and prevention, engaging local businesses, existing grassroots efforts, and area schools to reduce water-borne trash and improve the safety, health, and beauty of local creeks.

This project also supports PPBEP's mission of protecting and restoring water quality and natural resources within the Pensacola and Perdido Bays' and watersheds through partnerships, using a scientifically-sound, community-based approach to enhance resilience. It will further support development of the Program's Comprehensive Conservation and Management Plan (CCMP) and engage the Technical, Education, and Business Partnership committees within PPBEP's Management Conference.

BUDGETARY IMPACT:

USEPA Grant Agreement No. 01D08220 includes $297,220 for project expenses. The budget will be established through approval of a Supplemental Budget Amendment.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed the USEPA Grant Agreement.

PERSONNEL:

Pensacola & Perdido Bays Estuary Program staff will coordinate with the U.S. Environmental Protection Agency to manage and implement the Grant.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

Pensacola & Perdido Bays Estuary Program staff will coordinate with the U.S. Environmental Protection Agency to manage and implement the grant.

Attachments

USEPA Grant Agreement No. 01D08220

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN):	**01D08220**
MODIFICATION NUMBER:	**0**
PROGRAM CODE:	**MX**
DATE OF AWARD	05/21/2020
TYPE OF ACTION	New
MAILING DATE	05/28/2020
PAYMENT METHOD:	ASAP
ACH#	40151

RECIPIENT TYPE:
County

Send Payment Request to:
Research Triangle Park Finance Center

RECIPIENT:
County of Escambia dba Commissioners of Escambia County
221 Palafox Pl; Ste 200
Pensacola, FL 32502-5835
EIN: 59-6000598

PAYEE:
County of Escambia dba Commissioners of Escambia County
221 Palafox Pl; Ste 200
Pensacola, FL 32502-5835

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Matt Posner 221 Palafox Pl; Ste 200 Pensacola, FL 32502-5835 **E-Mail:** mjposner@myescambia.com **Phone:** 850-595-0820	Amy Newbold 2510 14th Street Gulfport, MS 39501 **E-Mail:** newbold.amy@epa.gov **Phone:** 228-679-5890	Michael Morrissette Grants & Audit Management Section **E-Mail:** morrissette.michael@epa.gov **Phone:** 404-562-9551

PROJECT TITLE AND DESCRIPTION
Gulf of Mexico Program

This action approves an award in the amount of $297,220 to the Escambia County Board of County Commissioners to support their efforts with improving water quality at key points in the Pensacola Bay Estuary system.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
06/01/2020 - 05/31/2023	06/01/2020 - 05/31/2023	$297,220.00	$297,220.00

NOTICE OF AWARD

Based on your Application dated 11/22/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $297,220. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $297,220. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Gulf of Mexico Division 2510 14th Street Gulfport, MS 39501

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer	**DATE** 05/21/2020

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 297,220	$ 297,220
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 297,220	$ 297,220

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.475 - Gulf of Mexico Program	Clean Water Act: Sec. 104(b)(3)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2004M0G005	1920	B	04M	000B65	4183	-	-	297,220
									297,220

Budget Summary Page: EPA-GM-2019-TFW

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$26,000
2. Fringe Benefits	$9,100
3. Travel	$0
4. Equipment	$0
5. Supplies	$21,400
6. Contractual	$105,700
7. Construction	$0
8. Other	$108,000
9. Total Direct Charges	$270,200
10. Indirect Costs: 10.00% Base Total Direct Costs	$27,020
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$297,220
12. Total Approved Assistance Amount	$297,220
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$297,220
15. Total EPA Amount Awarded To Date	$297,220

Administrative Conditions

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions.

The applicable terms and conditions below are in addition to the general terms and conditions noted above:

GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

- MBE/WBE reports (EPA Form 5700-52A): R4epagrantsmbewbereporting@epa.gov
  morrissette.michael@epa.gov

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

  Michael Morrissette / Grants Management Specialist
  morrissette.michael@epa.gov
  404-562-9551

  Amy Newbold / Project Officer
  newbold.amy@epa.gov
  228-679-5890

- Payment requests (if applicable):
  Amy Newbold / Project Officer
  newbold.amy@epa.gov
  228-679-5890

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Amy Newbold / Project Officer
newbold.amy@epa.gov
228-679-5890

B. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. Disadvantaged Business Enterprise

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B
A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum

participation by DBEs in the competitive process.
(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E
When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/grants/epa-grantee-forms.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of $250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds $250,000.

MBE/WBE reports should be sent to:

To: R4epagrantsmbewbereporting@epa.gov

and

Cc: morrissette.michael@epa.gov

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS

A. Performance Reporting And Final Performance Report

Performance Reports – Content

In accordance with 2 CFR 200.328, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

A Quarterly Performance Report Template will be provided to the recipient by the EPA Project Officer.

Performance Reports - Frequency

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer. Reports are due by the end of each quarter - December 31st, March 31st, June 30th, and September 30th. The final performance report is due within 90 days of the budget/project period end date. The recipient agrees to submit the final performance report electronically to the EPA Project Officer.

Subaward Reporting Requirement

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:
1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

B. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.
(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined

above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert Recipient or subrecipient NAME] received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy

D. Documentation to Ensure Consistency

The recipient agrees to submit a detailed description of the process that will be used to collect the following information as applicable:
1) quantity of trash removed
2) quantity of trash avoided or prevented
3) type of trash collected

The detailed description should include the controls in place to ensure the information is collected in a consistent manner.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18098 **County Administrator's Report 13. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Approval to Issue a Fiscal Year 2019/2020 Purchase Order in Excess of $25,000
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Blanket Purchase Order to Sunbelt Concrete Crushing, LLC, in the amount of $48,000 - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action:

A. Approve the issuance of a Blanket Purchase Order, to Sunbelt Concrete Crushing, LLC, in the amount of $48,000, for crushed concrete to be used for construction and maintenance of all-weather access road for Landfill Operations; and

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

Vendor/Contractor	Amount	Contract Number
Sunbelt Concrete Crushing, LLC Vendor #: 195851 Fund: 401 Solid Waste Fund Cost Center: 230314, Solid Waste Operations Object Code: 53401, Other Contractual Services	$48,000	Blanket Purchase

BACKGROUND:

The Perdido Landfill is requesting concrete crushing services for the processing of up to 8,000 cubic yards of concrete rubble stockpiled at the Perdido Landfill.

In accordance with Florida Administrative Code 62-701.500 (12) (a), an all-weather acces road is required for Landfill Operations. To comply with this

requirement, Waste Services accepts and stores concrete, asphalt and brick. Upon sufficient volume of material stockplied, concete crushing services are needed to process this material for road construction. Construction and maintenance of the road is completed with in-house resources. Access roads built from demo concrete provide a safe and stable ingress/egress for landfill customers; provide a more efficient landfill operation and generate recycling credits counted toward Florida's recycling goal. On May 7, 2020, the BCC approved the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, Florida, owned by Escambia County.

BUDGETARY IMPACT:

Vendor/Contractor	Amount	Contract Number
Sunbelt Concrete Crushing, LLC Vendor #: 195851 Fund: 401 Solid Waste Fund Cost Center: 230314, Solid Waste Operations Object Code: 53401, Other Contractual Services	$48,000	Blanket Purchase Order

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This Recommendation was prepared in-house and no outside personnel were needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Waste Services Department, in conjunction with the Office of Purchasing, will create a Blanket Purchase Order to Sunbelt Concrete Crushing, LLC.

Attachments

Purchase Request_Vendor Registry Info

Scope of Work

Recycling Permit_05072020

6/19

PURCHASE REQUEST FORM

Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533

DATE: 6/10/2020

PROJECT AND/OR PROPERTY NUMBER:

Vendor #: 195851

SUGGESTED VENDOR NAME: Sumbelt Crushing LLC

ADDRESS: 3164 Midtown Park South, Mobile AL 36606

COUNTY PICKUP: _____ VENDOR DELIVERY: x DATE NEEDED: _____

PERSON ISSUING THIS REQUEST: Julie Gonzalez for Pat Johnson

PURCHASE ORDER: X VOUCHER: _____ VISA: _____

APPROVED BY: [signature] DATE APPROVED: 6/9/20

SPECIAL INSTRUCTIONS:

QUANTITY	UNIT	ITEM NUMBER AND DETAIL DESCRIPTION		UNIT PRICE	TOTAL PRICE
1	Lot	BLANKET PURCHASE ORDER FOR CRUSHED CONCRETE		48,000.00	48,000.00
		USED FOR MAINTENANCE & REPAIR AT PERDIDO LANDFILL			
Cost Center	**Obj Code**				
230314	53401	Solid Waste Operations			48,000.00
				TOTAL	$ 48,000.00

Purchase Requisition Worksheet

Quotes received by: Julie Gonzalez Date: 6/10/2020

Description: Processing approx. 8000 cubic yards of Concrete Rubble

Vendor Number 195851 Vendor Name Sunbelt Crushing Phone: Contact mmunger@sunbeltcrushing.com	Vendor Number Vendor Name Roads Inc of NW FL Phone: Contact chase@roadsinc.com	Vendor Number Vendor Name McDirt Industries Phone: Contact phillip@mcdirt.net	Vendor Number Vendor Name Delta Contractors Phone: Contact JFF_GODWIN@yahoo.com

Price Vendor 1		Price Vendor 2		Price Vendor 3		Price Vendor 4	
Unit	Total	Unit	Total	Unit	Total	Unit	Total
Ton	$ 8.63		No Response		No Response		No Response
0.65 x 8000 = 5,200 tons							
5200 tons x 8.63 = $44,876.00							

SUNBELT CRUSHING, LLC
Contract Crushing & Screening Services

56 Midtown Park West, Mobile, AL. 36606
Phone 251-479-4452 Fax 251-471-4944

May 15, 2020

Mr Brent Schnider
Escambia County Landfill
13009 Beulah Rd.
Cantonement, FL 32533
Office: 850-554-4080
Email: bdschneider@myescambia.com

RE: **Recycled Concrete Crushing of Concrete Rubble at Escambia County Landfill**

Dear Mr. Schneider:

Sunbelt Crushing, LLC would like to submit the following proposal based on contract crushing at the above mentioned area.

1. Sunbelt shall crush approximately **8,000 cubic yards** of concrete rubble to 1 1/2" minus base material for $8.63 per ton.
2. Escambia County shall responsible for having concrete rubble stockpiled in an area that Sunbelt can retrieve with rubber tire loader, adjacent to plant site.
3. Escambia County shall provide a suitable crushing site for Sunbelt's plant that is at least 150' x 200' feet. The ground must be suitable for heavy-rolling equipment.
4. Escambia County shall provide a suitable area for stockpiling finished product within 300ft from crusher site. The ground must be capable of withstanding weight from large rubber tire loader.
5. Escambia County shall supply an adequate fresh water supply for dust suppression, 5/8" water line will be sufficient or water truck.
6. Any concrete rubble that contains clay, sand, top soil or wood may cause the finished product to be discolored and/or contaminated and may not meet specifications, which will not be the responsibility of Sunbelt.
7. All steel, plastic, wood, and trash removed from concrete rubble will be set aside and shall be the responsibility of Escambia County at no cost to Sunbelt Crushing.

readings. Belt scales shall be checked and calibrated with certified platform scales with Escambia County plat form scales. Escambia County shall supply truck

9. Sunbelt shall have access to above referenced site for crushing and maintenance, six days a week for crushing, 7 days maintenance, during daylight hours.
10. Invoices will be mailed at the end of job; terms are net 30 from invoice date.
11. Sunbelt anticipates mobilizes to site next week.

If this is agreeable, please acknowledge by signing and fax back to us at 251-471-4944.

If you have any questions please do not hesitate to call me on my cell phone (251)721-4065.

Sincerely,

Ed Buckley

EB/mm

Above Terms and Conditions
Accepted by: Escambia County

_____
Signature

_____
Print Name

_____
Date

Cc: Huston Hollister
Corey Jenkins
Ed McLeod
Billy McLeod, Jr.

- 5/13/2020 - Synergy Recycling LLC (blong@synergyrecycling.org) – disposal of refuse systems
- 5/13/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 5/13/2020 - Xtreme Property Services Inc (Danielle@xpsinc.com)
- 5/13/2020 - Hanson Professional Services Inc. (blemieux@hanson-inc.com)
- 5/13/2020 - Hanson Professional Services Inc. (narnoux@hanson-inc.com)
- 5/13/2020 - Hanson Professional Services Inc. (blemieux@hanson-inc.com)
- 5/13/2020 - Hanson Professional Services Inc. (narnoux@hanson-inc.com)
- 5/13/2020 - Crusher Works (marketing@crusherworks.com) — sell machinery
- 5/13/2020 - COMAK GROUP,INC (mgcox@comakgroup.com)
- 5/13/2020 - Sunbelt Crushing, LLC (mmunger@sunbeltcrushing.com)
- 5/13/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 5/13/2020 - Roads, Inc. of NWF (chase@roadsinc.com)
- 5/13/2020 - Roads, Inc. of NWF (josh@roadsinc.com)
- 5/13/2020 - Roads, Inc. of NWF (chase@roadsinc.com)
- 5/13/2020 - Roads, Inc. of NWF (josh@roadsinc.com)
- 5/13/2020 - Gulf Star Contracting (gulfstar@cox.net)
- 5/13/2020 - Panhandle Grading & Paving, Inc (josh@panhandlegradingandpaving.com) Don't do crushing.
- 5/13/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 5/13/2020 - Pat's Pump & Blower (patspump@aol.com)
- 5/13/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 5/13/2020 - Pat's Pump & Blower (patspump@aol.com)
- 5/13/2020 - mcdirt industries inc (phillip@mcdirt.net)
- 5/13/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 5/13/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 5/13/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 5/13/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)

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Sunbelt Crushing matt munger
mmunger@sunbeltcrushing.com

DELTA CONTRACTORS.

JFF_GODWIN@yahoo.com

VendorRegistry

Send Notifications

For quote 'Escambia Waste Services - On Site Concrete Crushing Perdido Landfill'

Quotes / Published Quote / Send Notifications

SEND EXPORT VENDORS

Compliant Vendors (5)

	Company	Contact	Email	Times Notified	Last Notified	Actions
☑	Hanson Professional Services Inc.	Brian Lemieux	blemieux@hanson-inc.com	1	4/22/2020 2:38:24 PM	Remove
☑	Hanson Professional Services Inc.	Nicola Pascucci-Arnoux	narnoux@hanson-inc.com	1	4/22/2020 2:38:20 PM	Remove
☑	Roads, Inc. of NWF	Chase Rawson	chase@roadsinc.com	1	4/22/2020 2:38:19 PM	Remove
☑	Roads, Inc. of NWF	Josh Haggard	josh@roadsinc.com	1	4/22/2020 2:38:18 PM	Remove
☑	Sunbelt Crushing, LLC	Matthew Munger	mmunger@sunbeltcrushing.com	1	4/22/2020 2:38:28 PM	Remove

show less

Non Compliant Vendors (12)

	Company	Contact	Email	Times Notified	Last Notified	Actions
☑	Birkshire Johnstone, LLC	Chris Shearman	chris@birkshirejohnstone.com	1	4/22/2020 2:38:28 PM	Remove
☑	Birkshire Johnstone, LLC	Melissa Wright	melissa@birkshirejohnstone.com	1	4/22/2020 2:38:20 PM	Remove
☑	COMAK GROUP,INC	Michael Cox	mgcox@comakgroup.com	1	4/22/2020 2:38:20 PM	Remove
☑	Crusher Works	Adam Culberson	marketing@crusherworks.com	1	4/22/2020 2:38:19 PM	Remove
☑	Enterprise Pals, Inc.	Nazim Nashipudi	nazim@enterprisepals.com	1	4/22/2020 2:38:24 PM	Remove

See all

Manually Added Vendors (2) ADD VENDOR

	Company	Contact	Email	Times Notified	Last Notified	Actions
☑	Panhandle Grading & Paving, Inc	Josh Hamner	josh@panhandlegradingandpaving.com	0	NO	Remove
☑	Panhandle Grading & Paving, Inc	Josh Hamner	josh@panhandlegradingandpaving.com	0	NO	Remove

DO NOT DO CRUSHING

Email Preview SHOW

3RD ATTEMPT VIA EMAIL
1 RESPONSE

Julie A. Gonzalez

From: Julie A. Gonzalez
Sent: Monday, June 1, 2020 9:01 AM
To: mmunger@sunbeltcrushing.com; JFF_GODWIN@yahoo.com; phillip@mcdirt.net; chase@roadsinc.com; josh@panhandlegradingandpaving.com
Cc: Pat T. Johnson
Subject: Crushed Concrete Request for Quote 2020
Attachments: Crushed Concrete RFQ 2020.docx

Good Morning:

Escambia County Waste Services is requesting a quote for the processing of up to 8,000 cubic yards of concrete rubble stockpiled at the Perdido Landfill. A scope of work has been attached for your reference.

Please respond by close of business June 10, 2020.

Regards,

Julie Gonzalez
Administrative Supervisor
Escambia County Waste Services
13009 Beulah Rd.
Cantonment FL 32533
t. 850-937.2142 c. 850-554.8208

VendorRegistry

Published Quote

Manage published quote

2 ND PUBLICATION
NO RESPONSES

Quotes / Published Quote

NEW VERSION RECRUIT NOTIFY VENDORS EDIT +ADDITION QUESTIONS SUBMISSIONS ANALYTICS CANCEL

Quote Request: Escambia Waste Services - On Site Concrete Crushing Perdido Landfill

Quote Number: none

Deadline: 5/20/2020 12:00 PM (Central Standard Time)

Description:
Contractor shall process no more than 5,000 tons of concrete rubble stockpiled at the Perdido Landfill. Please see the attached Scope of Work and Site Plan.

Products:

- Crushing, Screening, Etc. Of All Types Of New Or Recycled Aggregate, Brick Or Stone Products Incl. Road Materials

Documents:

- Crushed Concrete RFQ 2020.docx

Allow Online Questions: Yes, (Deadline is 5/8/2020 at 12:00 PM Central Standard Time)

Post on **Solicitation Page:** Yes

Submission Setting: - Allow itemized and file submissions

Itemized List:

Description	UOM	Files

Notified Vendors:

- 4/22/2020 - Synergy Recycling LLC (blong@synergyrecycling.org)
- 4/22/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 4/22/2020 - Xtreme Property Services Inc (Danielle@xpsinc.com)
- 4/22/2020 - Hanson Professional Services Inc. (blemieux@hanson-inc.com)
- 4/22/2020 - Hanson Professional Services Inc. (narnoux@hanson-inc.com)
- 4/22/2020 - Hanson Professional Services Inc. (blemieux@hanson-inc.com)
- 4/22/2020 - Hanson Professional Services Inc. (narnoux@hanson-inc.com)
- 4/22/2020 - Crusher Works (marketing@crusherworks.com)
- 4/22/2020 - COMAK GROUP,INC (mgcox@comakgroup.com)
- 4/22/2020 - Sunbelt Crushing, LLC (mmunger@sunbeltcrushing.com)
- 4/22/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 4/22/2020 - Roads, Inc. of NWF (chase@roadsinc.com)
- 4/22/2020 - Roads, Inc. of NWF (josh@roadsinc.com)
- 4/22/2020 - Roads, Inc. of NWF (chase@roadsinc.com)
- 4/22/2020 - Roads, Inc. of NWF (josh@roadsinc.com)
- 4/22/2020 - Gulf Star Contracting (gulfstar@cox.net)
- 4/22/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 4/22/2020 - Pat's Pump & Blower (patspump@aol.com)
- 4/22/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 4/22/2020 - Pat's Pump & Blower (patspump@aol.com)
- 4/22/2020 - mcdirt industries inc (phillip@mcdirt.net)
- 4/22/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 4/22/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 4/22/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 4/22/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)

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Submissions

Line item submissions for quote

Expired Quotes / Expired Quote / **Submissions**

There are no line item submissions at this time

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1ST PUBLICATION

Solicitations

NO RESPONSES

Current | Expired | Library

CREATE SEALED SOLICITATION | CREATE QUOTE | View Public List

Type	Name	Deadline	Status	Sent	Number	Submits	Meeting	Action
	NED SHIP HOUSING REPAIR FOR 7801 AMBERIDGE ROAD - Copy	4/3/2020 12:00:00 PM	Draft		NED S-R-2020-9			
Quote	Escambia Countywide COVID-19 Supplies		Published	✓	COVID-19	(1)		
Quote	Escambia County (the County) Hazardous Tree Removal Program_1322 Bobe St	5/13/2020 5:00:00 PM	Published	✓	Quote #: CRA_Haz Tree__5 7 20_GG	(2)		
Quote	Escambia County Residential Paint Program Program_1007 Cross St. Pensacola Fl 32501	5/13/2020 5:00:00 PM	Published	✓	CRA_Residential Paint__5 6 20_GG			
Quote	Supervisor of Elections Warehouse Plumbing Modification/Repair	5/14/2020 3:00:00 PM	Published	✓	FM 04142020 JT			
Quote	NED-Environmental Consulting Services	5/15/2020 5:00:00 PM	Published	✓	NED-RFP-LBP-1	(1)		
Quote	Escambia County CRA Income-Based Roof Program Solicitation (3rd Round)	5/15/2020 5:00:00 PM	Published	✓	CRA_IBRP_MP3			
Quote	Escambia County (the County) Hazardous Tree Removal Program_917 Booker	5/17/2020 5:00:00 PM	Published	✓	CRA_Haz Tree__05 07 20_GG			
Quote	Escambia Waste Services - On Site Concrete Crushing Perdido Landfill	5/20/2020 12:00:00 PM	Published	✓				
Quote	Traffic Division - ADA Curb Ramp Upgrades #3	5/21/2020 10:00:00 AM	Published	✓	Traffic_05112020			
Quote	Traffic Division - Self-Propelled Walk Behind Concrete Saw	5/21/2020 10:00:00 AM	Published	✓	Traffic_05072020			

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Have questions? I'm happy to help.

ESCAMBIA COUNTY
WASTE SERVICES DEPARTMENT

Crushing of Recycled Concrete Rubble at the Perdido Landfill

SCOPE OF WORK

The Contractor shall process up to 8**,000 cubic yards** of concrete rubble stockpiled at the Perdido Landfill.

1. Contractor shall supply the equipment necessary to process the recycled concrete rubble to an approximate size of 1.5".
2. Contractor shall supply dust control throughout the processing.
3. Materials other than the concrete shall be removed and set aside. Disposal of materials other than concrete shall be the responsibility of Waste Services. The disposal will be at no cost to the Contractor.
4. Waste Services shall pay for the crushed concrete based on the weight verification process agreed upon between the Contractor and Waste Services.
5. Contractor will have access to site 7:00 a.m. through 5:00 p.m. Monday through Saturday. Extended hours available upon request.
6. Please read through the Operations Plan document which describes Contractor permit requirements.
7. Contractor shall supply a quote based on a per-ton price.
8. Contractor to provide a timeframe to complete processing.

OPERATIONS PLAN
ROCK CRUSHING
PERDIDO LANDFILL
ESCAMBIA COUNTY WASTE SERVICES DEPARTMENT
ESCAMBIA COUNTY, FLORIDA

Prepared for:

Escambia County Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Prepared by:

Escambia County Waste Services Department
13009 Beulah Road
Cantonment, Florida 32533

June 27, 2017

INTRODUCTION

1.1 PERMIT BACKGROUND

Escambia County owns and operates an active Class I landfill known as the Perdido Landfill, located in Cantonment, Florida. The facility is managed and operated by the Escambia County Waste Services Department (WSD) under the jurisdiction of multiple State and/or Federal Permits. The Perdido Landfill occupies a total area of 424 acres which includes an active Class I Landfill, a closed Class I Landfill (FDEP Permit No. 0000667-031-SO-01), a Class III Landfill (FDEP Permit No. 0000667-033-SO-T3), a yard trash collection and processing facility, a waste tire collection center (FDEP Permit No. 0000667-034-WT-05), and a citizens' drop off center.

Per FDEP Environmental Resources regulations, the 424-acre site is regulated by an existing Stormwater Permit, No. 17-0000667-018-EI. The subject facility is also operating in full compliance with an issued Title V (NSPS) Air Permit, No. 0330246-008-AV. The subject facility is designed with a gas collection system, which regularly collects landfill gas and sends it to a blower flare station and then off-site to a gas-to-energy (GTE) facility operated by Gulf Power.

1.2 PURPOSE

The Perdido Landfill accepts demolition debris, which consists of concrete, asphalt and brick, and stores these materials in a designated area on site. The stockpile is maintained in an area less than 1 acre. This material is often re-used on site (un-processed) for erosion control or in road construction. In the past, as the size of the stockpile has reached capacity, a rock-crushing contractor has been mobilized on site to perform rock recycling.

Per the Escambia County Development Services Department, the proposed processing activity requires the landowner (Escambia County) to obtain a "Recycling Permit" as stipulated by the County's Recycling Ordinance. This Operations Plan is intended to supplement the WSD Recycling Permit Application.

A Site Plan is included as Exhibit A showing the location of the proposed operation.

1.3 OPERATION

Generally, the rock crushing contractor will possess a separate operating plan and be required to obtain any necessary permits to operate their equipment. It is the understanding of the WSD that the contractor will be required to possess an FDEP general air permit and will submit a "Facility Relocation Notification" form to the FDEP before operating. Additionally, the contractor will adhere to the operating conditions specified in the Escambia County's operation plan.

The project involves the crushing/recycling of up to 5,000 CY (cubic yards) of used concrete, asphalt and brick at the Perdido Landfill. The debris will be crushed on site and will be recycled for use on site as road construction material. The crushing machine will be located at the stockpile area as shown in Exhibit A. The crushing operation will be contracted in accordance

with Escambia County purchasing requirements. The contractor will be licensed, insured and possess all necessary permits.

Quality control measures will be implemented by the engineering staff at the WSD, including monitoring the overall progress of the operation and to make sure that strict adherence to all County permits are being enforced. Most notably, air and stormwater quality should not be adversely impacted by the proposed operation. WSD staff will routinely inspect the site to ensure that existing drainage patterns and runoff are maintained in accordance with the site ERP Stormwater Permit. In addition, County staff may conduct environmental testing to determine and monitor respirable dust emission levels at the Perdido Landfill property. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate ceasing of crushing operations. The operation will be limited to non-windy days in addition to employing water spraying to limit dust emission and maintain compliance with the above requirements.

In accordance with the negotiated contractual price ($/ton), the processed material will be weighed using a loader bucket scale as a means of compensation. The processed material will be stored in a separate pile from the unprocessed material but still contained within the stockpile area footprint. At no point should the processed material be placed outside of the stockpile area. Upon mobilization, the operation is expected to last between 2-4 weeks.

EXHIBIT A


ESCAMBIA COUNTY PERDIDO LANDFILL-ROCK RECYCLING PERMIT
Legend
Escambia County Solid Waste
HHW Facility
Fueling Station
Proposed Rock Recycling Operation
Citizens Drop Off Area
Constructed Wetlands
Class I Disposal Area
99
Beulah Rd
Class III Disposal Area
Leachate Collection Basins
8
Google earth
N
1000 ft

Escambia County
Clerk's Original

5/7/2020 GMRI-2

Development Services Department
3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Renewal Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Date: 5/12/2020 Verified By: KFisher

Permittee:	**Perdido Landfill**
Facility Name:	**Escambia County Landfill Concrete Recycling**
Facility Type:	**Concrete & Asphalt Recycling**
File Number:	**PSP#170600092**
Original Date of Issue:	**October 19, 2017 (Original BCC approval)**
Renewal Date:	**May 7, 2020**
Expiration Date:	**May 6, 2021**
Development Review #:	**PSP#170600092**
Date:	**October 19, 2017 (Original BCC approval)**
Total Acreage of Facility:	**424 acres**
Total Area Licensed for Operation:	**424 acres**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above-named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

General Permit Conditions – All Facilities – Continued

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. **Compatibility**
Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. **Environmental Health**
The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate

Specific Permit Conditions - Continued

ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance, and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to the Department of Solid Waste Management, 13009 Beulah Road, Cantonment, Florida 32533, or ptjohnson@myescambia.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. **Best Management Practices for Track Out Dust Control.**
The Permittee shall abide by Best Management Practices, approved by the Escambia County Development Services, Solid Waste, and Natural Resources Departments, and attached hereto as Addendum A, and incorporated herein by reference, for the management of all track out dust.

4. **Leachate Controls**
Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

5. **Operational Hours**
Operational hours shall be as established by the Approved Development Order for the project.

6. **Permit Renewals**
Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
5/12/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 04-30-2020

BOCC Approved: 5/7/2020

BOCC Authorization Date: _____

Permit Issue Date:	May 7, 2020	
Permit Expiration Date:	May 6, 2021	
Issuing Officer Name:	Horace L. Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature:		**Date:** May 7, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18067 **County Administrator's Report 13. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Contract Award for East Johnson Ave. & Cody Lane Signalization
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for the East Johnson Avenue and Cody Lane Signalization Project - Joy Jones, P.E., Engineering Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Panhandle Grading and Paving, Inc., per the terms and conditions of PD 19-20.054, East Johnson Avenue and Cody Lane Signalization, in the amount of $ 507,638.70.

Vendor/Contractor	Funding	Amount	Contract Number
Panhandle Grading and Paving, Inc.	Fund 352, Cost Center 210107; Object Code 56301, Project Number 13EN2523	$507,638.70	PD 19-20.054

Non-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:
Panhandle Grading and Paving, Inc., Bid

This project is located in Commission District 3 and 4.

BACKGROUND:

This project consists of furnishing and installing mast-arm traffic and pedestrian signals and construction of a right turn lane, bicycle lane, sidewalk, resurfacing and reconstructing the intersection of East Johnson Avenue at Cody Lane. This project will also include other work, such as maintenance of traffic, construction of curb and gutter, storm system improvements, stormwater pollution prevention,

shoulder work, pavement striping and sewer force main relocation.

An Invitation to Bid for PD 19-20.054, East Johnson Avenue and Cody Lane Signalization, was publically noticed to 152 registrants on April 24, 2020. The solicitation was downloaded by 26 firms. Four firms submitted proposals. The low bid was submitted by Panhandle Grading and Paving, Inc.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Panhandle Grading and Paving, Inc.	Fund 352, Cost Center 210107; Object Code 56301, Project Number 13EN2523	$507,638.70	PD 19-20.055

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement is the Standard Form "D" Construction Agreement.

PERSONNEL:

All work Associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement as well as the Purchase Order.

Attachments

Original Solicitation
Recommendation to Award Checklist
Public Notice to Award
Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID Rev A

East Johnson Avenue and Cody Lane Signalization Project

SPECIFICATION NUMBER PD 19-20.054

BIDS WILL BE RECEIVED UNTIL 3:00 PM CDT, June 3, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:00 PM CDT, April 30, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Buzz Roggenbuck
Sr/ Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: abroggenbuck@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
East Johnson Avenue and Cody Lane Signalization Project
SPECIFICATION 19-20.054

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

East Johnson Avenue and Cody Lane Signalization Project
PD 19-20.054

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	14
Drug-Free Workplace Form **	16
Information Sheet for Transactions and Conveyances Corporate Identification **	17
List of General Terms and Conditions (Incorporated by Reference)	19
Special Terms and Conditions	21
Index of Documents (Incorporated by Reference and Revised as Indicated Within the Solicitation)	30
Exhibit H – Technical Specifications Table of Contents	22
Exhibit I – Drawings and Plans	

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4878

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

East Johnson Avenue and Cody Lane Signalization Project
Solicitation Number PD 19-20.054

Solicitation

MAILING DATE: 4/21/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:00 PM CDT, April 30, 2020.
OFFERS WILL BE RECEIVED UNTIL: 3:00 PM CDT, June 3, 2020, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Insert EXCEL Spreadsheet

Bid Form - Rev C

Project Number PD 19-20.054

East Johnson Avenue and Cody Lane Signalization Project

Item	Description	Quantity	Units	Unit Price	Extension
1	Mobilization, 31-45 Miles	1	EA		$ -
2	Clearing and Grubbing, per County Specifications 2230	0.1	ACRE		$ -
3	Earthwork Excavation by machine	100	CY		$ -
4	Earthwork Borrow (Fill), FDOT Specification 120-2.2.2	410	CY		$ -
5	Earthwork Establishing Grade, County Specs 2300	850	SY		$ -
6	2" County Spec 2500 Type SP 12.5 Asphalt, over 1500sy	2250	SY		$ -
7	Remove and Replace Unsuitable Materials	250	CY		$ -
8	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	1600	SY		$ -
9	Lateral pavement patch as per County Detail (Full depth Asphalt)	180	SY		$ -
10	Remove Existing Asphalt Curbs	60	LF		$ -
11	Saw cut Existing Asphalt	190	LF		$ -
12	12" Stabilized Subgrade, County Spec 2300, less than 1000sy	710	SY		$ -
13	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, less than 1000sy	710	SY		$ -
14	Temporary 6” Solid Stripe, White or Yellow	400	LF		$ -
15	Temporary Stop Bar	78	LF		$ -
16	Thermoplastic 6” Solid Stripe, White or Yellow	1110	LF		$ -
17	Thermoplastic 6” Double Solid Stripe, White or Yellow	400	LF		$ -
18	Thermoplastic 12” White Solid Stripe	320	LF		$ -
19	Thermoplastic 24” White or Yellow Solid Stripe	110	LF		$ -
20	Thermoplastic Stop Bar	78	LF		$ -
21	Thermoplastic "ONLY" Pavement Message	2	EA		$ -
22	Thermoplastic Directional Arrow, Single Head (Turn Left/ Right) 16sf	2	EA		$ -
23	Thermoplastic Bicycle Lane Symbol with Straight Directional Arrow, White	2	EA		$ -
24	Black on Yellow Warning Sign Refer to sheet 6/20 for details	7	EA		$ -
25	Develop and provide an MOT traffic safety plan both map type and written type by a Certified Work Zone Safety Traffic Supervisor	1	EA		$ -
26	County Type B Curb, Per County Detail	500	LF		$ -
27	6" Fiber Reinforced Concrete Driveway, over 30sy	360	SY		$ -
28	6' Fiber Reinforced Concrete Sidewalk, over 70lf	500	LF		$ -
29	Construct Curb Ramp (Approved Mat, Color included) FDOT index 304	2	EA		$ -
30	Type A Curb Inlet, 0-6' depth	1	EA		$ -
31	Junction Box, 0-6ft depth	2	EA		$ -
32	18" RCP Pipe, 0'-6' depth	170	LF		$ -
33	24" RCP Pipe, 0'-6' depth	428	LF		$ -
34	18" RCP Side Drain MES, FDOT Index 273, 280	1	EA		$ -
35	24" RCP Cross Drain MES, FDOT Index 272, 280	1	EA		$ -
36	Pipe Removal, 6"-24"	235	LF		$ -
37	Remove MES for 6"-24" (or equivalent) pipe	1	EA		$ -
38	6" Sewer Line Force Main, 0-6' depth	660	LF		$ -

39	6" Sanitary Sewer Transition Coupling	6	EA		$ -
40	Encase Sewer Line	70	LF		$ -
41	6" Gate Valve w/ Box	2	EA		$ -
42	Centipede Sod, Staked	850	SY		$ -
43	Stone Rip Rap, Class II	18	TON		$ -
44	Silt Fence Type III	1000	LF		$ -
45	Live Oaks (minimum 12' Overall with 7' Clear Trunk)	12	EA		$ -
46	Eastern Red Cedar (minimum 7’ overall height)	10	EA		$ -
47	Conduit, Furnish & Install, Open Trench	145	LF		$ -
48	Conduit, Furnish & Install, Directional Bore	155	LF		$ -
49	Signal Cable-New or Reconstructed Intersection, Furnish & Install	1	PI		$ -
50	Pull & Splice Box, F&I, 13" X 24" Cover Size	12	EA		$ -
51	Electrical Power Service, F&I, Underground, Meter Purchased by Contractor	1	AS		$ -
52	Electrical Service Wire, Furnish and Install	75	LF		$ -
53	Electrical Service Disconnect, F&I, Pole Mount	1	EA		$ -
54	Pre-stressed Concrete Pole, F&I, Type P-II Service Pole	1	EA		$ -
55	Aluminum Signal Pole, F&I, Pedestal	2	EA		$ -
56	Mast Arm Assembly, Furnish and Install, Single Arm 40'	2	EA		$ -
57	Mast Arm Assembly, Furnish and Install, Single Arm 70'	1	EA		$ -
58	Traffic Signal, Furnish & Install, Aluminum, 3 Section, 1 Way	6	AS		$ -
59	Traffic Signal, Furnish & Install, Aluminum, 4 Section, 1 Way	1	AS		$ -
60	Pedestrian Signal, F&I, LED Countdown, 1	2	AS		$ -
61	Pedestrian Signal, F&I, LED Countdown, 2 Ways	2	AS		$ -
62	Vehicle Detection System- Video, Furnish & Install Cabinet Equipment	1	EA		$ -
63	Vehicle Detection System- Video, Furnish & Install Above Ground Equipment	1	EA		$ -
64	Pedestrian Detector, F&I, Pole Mounted	2	EA		$ -
65	Traffic Controller Assembly, Furnish and Install, ATC 1 Preemption	1	AS		$ -
66	Wireless Communication Device, Furnish & Install, Ethernet Subscriber Unit	1	EA		$ -
67	Uninterruptible Power Supply, Furnish and Install, Line Interactive with Cabinet	1	EA		$ -
68	Sign Panel, Furnish and Install, Overhead Mount, Up to 12 SF	1	EA		$ -
69	Internally Illuminated Sign, Furnish and Install Overhead Mound,12-18 SF	3	EA		$ -
70	Lighting Conductors, F&I, Insulated, NO. 6	350	LF		$ -
71	Luminaire & Bracket Arm-Aluminum, Furnish & Install New Luminaire and Arm on New Pole	3	EA		$ -
				TOTAL:	**$ -**

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Eighty (175) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Two Hundred Ten (210) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____

(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the «BidderProposer»'s Solicitation, Offer, and «BidProposal» Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
    - 5.01 Taxes
    - 5.02 Discounts
    - 5.03 Mistakes
    - 5.04 Condition and Packaging
    - 5.05 Safety Standards
    - 5.06 Invoicing and Payment
    - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
    - 9.01 County Procedure on Acceptance of Gifts
    - 9.02 Contractors Required to Disclose Any Gift Giving
    - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL: http://dos.myflorida.com/sunbiz/search/
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.054, "East Johnson Avenue and Cody Lane Signalization Project", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the «BidProposal»s for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. Scope of Work

This project consists the furnishing and installation of mast-arm traffic signals and pedestrian signals and construction of a right turn lane, bicycle lane, sidewalk, resurfacing and/or reconstructing in portion or whole of the intersection of East Johnson Avenue at Cody Lane. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, construction of curb and gutter, storm sewer system, stormwater pollution prevention, sod stabilization shoulder work, pavement striping, sanitary sewer force main relocation, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours. Contractor is to notify the residents no later than 48 hours prior to beginning work.

The project Substantial Completion shall be done is one-hundred-eighty (180) days after Notice to Proceed. Final Completion shall be done within thirty (3) days of Substantial completion. Liquidated Damages of $ one-thousand ($1,000) per day will be applied for each day after Final Completion day that the project is not completed.

Related Documents:

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

Any reference to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Division 1, General Requirements and Covenants, shall be excluded and not applicable to any specification referred herein or otherwise listed in these documents or in the Escambia County Technical Specifications.

Licenses:

General Contractors License
Underground Utilities License

Work Zone Safety Traffic Supervisor Certifications

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Bonds

Performance and Payment Bonds
The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds** under pledge of adequate surety and covering up to **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

5. Procurement Questions

Questions shall be directed to Buzz Roggenbuck, Sr. Purchasing Coordinator, at abroggenbuck@myescambia.com. Last day for questions will be May 1, 2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on April 30, 2020 at 1:00 PM CDT.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of **$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

12. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years from date of delivery/acceptance by Escambia County.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor shall repair or replace same at no cost to the County, immediately upon written notice from the Purchasing Chief.

13. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. Protection of Property/Security

The awarded Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded Vendor shall provide for removal of all debris from County property.

The awarded Vendor shall at all times guard against damage or loss to property of Escambia County, or of other Vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded Offeror or his agent.

The awarded Vendor shall at all times guard against injury to Escambia County employees. The Vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded Vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

15. Permits

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the «BidProposal» form(s) to the best of our knowledge.

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

18. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5)

working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

21. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

22. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the Offeror's insurance carrier will be required as evidence that the Offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. <u>General Liability Coverage - Occurrence Form Required</u>

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual

liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:

   Escambia County
   Attention: Buzz Roggenbuck, Sr. Purchasing Coordinator

Office of Purchasing, Room 11.101
213 S. Palafox Place, 2nd Floor
Pensacola, FL 32502
Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 175 calendar days
Fully Complete and ready for Final Inspection in 205 calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders, Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) year(s) after final completion
B. Form of Performance and Payment Bond
C. Insurance and Safety Requirements

EXHIBIT H

East Johnson Avenue and Cody Lane Signalization Project
SPECIFICATION PD 19-20.054

TECHNICAL SPECIFICATIONS TABLE of CONTENTS

See Technical Specifications in attached document on Vendor Registry

INDEX TO ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS

Section	Title
01000	DEFINITIONS
01300	SUBMITTALS
02230	CLEARING & GRUBBING
02300	EARTHWORK
02310	HORIZONTAL DIRECTIONAL DRILLING
02340	RIP RAP
02400	GRADED AGGREGATE BASE
02440	SUPERPAVE ASPHALT BASE
02460	SAND CLAY BASE
02500	SUPERPAVE ASPHALT CONCRETE
02556	POTABLE WATER DISTRIBUTION SYSTEMS
02600	STORMWATER SYSTEM
02800	FENCING
02900	GRASSING
03300	PORTLAND CEMENT CONCRETE
04000	TRAFFIC CONTROL SIGNS
04020	POST MOUNTED STREET NAME SIGNS
04040	PAVEMENT MARKINGS
04060	MAINTENANCE OF TRAFFIC

APPENDIX A REPORT OF GEOTECHNICAL INVESTIGATION

EXHIBIT I

East Johnson Avenue and Cody Lane Signalization Project
SPECIFICATION PD 19-20.054

DRAWINGS & PLANS

See Drawings in attached document on Vendor Registry

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: East Johnson Ave. and Cody Lane Signalization Project

Bid Number: PD 19-20.054

Opening Date/Time: June 03, 2020 @ 3:30 PM CDT

Purchasing Agent: Buzz Roggenbuck

Client Department: Engineering Dept. Director/Designee: James Duncan

Protest Information: N/A

Note: Purchasing will advise of any Protest(s)

Requisition #_____ Verify

Fund: ~~xxxxxxxxxxxxx~~ see attached 352 Verify

Cost Center: 210107 Verify

Object Code: 56301 Verify

Project Number: 13EN2523 Verify

Digitally signed by Robin Lambert
Date: 2020.06.08 09:57:04 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ☑ Yes ☐ No
Note: Attachments to Requisition shall Reference PD # 19-20.054

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

~~Award contract to Panhandle Grading and Paving, Inc., in the amount of $507,638.70~~

_____ Unit Price Extensions Checked by: _____
(Signature)

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: _____

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing ☐ Yes ☐ No Client Department ☐ Yes ☑ No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: _____ Digitally signed by James Duncan Date: 2020.06.05 15:29:47 -05'00'
(Signature)

Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval _____
(Signature)

Note 1: All Recommendations for Contract Award will be Placed on County Administrator's Report (CAR) Consent Agenda

F0125

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 19-20.054
	Solicitation Name:	East Johnson Ave. & Cody Lane Signalization
Bid Opening Time:	3:00 PM, CDT	
Bid Opening Date:	6/3/2020	
Bid Opening Location:	Rm 11.108	

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Bid
Panhandle Grading & Paving, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$507,638.70
Roads, Inc, NWF	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$509,466.28
Chavers Construction, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$512,036.35
C. W. Roberts Contracting, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$555,402.77

Bids Opened By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	06/03/20	**Status:**			
Bids Tabulated By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	06/03/20	**Recommended Award**			
Bids Witnessed By:	Lawrence Gordon, Purchasing Specialist	**Date:**	06/03/20	**CAR Date:**	06/22/20	**BOCC Date:**	07/02/20

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Panhandle Grading & Paving, Inc. per the terms and conditions of PD 19-20-054, East Johnson Ave & Cody Lane Signalization in the amount of $ 507,638.70.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Posted: June 17, 2020		**Form Completed By: ABR**

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

PANHANDLE GRADING AND PAVING, INC.

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

	Exhibits	PAGE
20.	Completion	19
21.	Warranty	20
22.	Project Layout and Control	20
23.	Tests and Inspections	21
23.	Defective Work	22
24.	Supervision and Superintendents	23
25.	Protection of Work	23
26.	Emergencies	23
27.	Use of Premises	24
28.	Safety	24
29.	Project Meetings	25
Exhibit B/Performance and Payment Bond		26
	Performance Bond	26
	Payment Bond	29
Exhibit C/Insurance and Safety		32
Exhibit D/Release and Affidavit		42
Exhibit E/Form of Contract Application for Payment		44
Exhibit F/Construction Change Order		45
Exhibit G/Payment Adjustment – Bituminous Materials		
Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows:		
Exhibit I/Technical Specifications TOC		
Exhibit J/Supplemental Terms and Conditions		
Exhibit K/Federal Documents (if applicable)		
Exhibit L/Solicitation Documents Index		

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND PANHANDLE GRADING AND PAVING, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with PANHANDLE GRADING AND PAVING, INC. a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.054 East Johnson Ave. & Cody Lane Signalization (Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

$ 507,638.70

Five Hundred Seven Thousand, Six Hundred thirty-eight Dollars and Seventy cents

SECTION 4. BONDS

A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Two hundred twenty (220) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling two hundred fifty (250) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, one thousand dollars **$ 1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance and Safety Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Payment Adjustment - Bituminous Material
Exhibit H:	Technical Specifications - TOC
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows: N/A
Exhibit K:	Federal Documents (if applicable)
Exhibit L:	Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Escambia County
Public Works Engineering_
3363 West Park Place
Pensacola FL 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

PANHANDLE GRADING AND PAVING, INC.
2665 Solo Dos Familiaf
Cantonment, FL 32534
Attn: Josh Hamner

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the

event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and PANHANDLE GRADING AND PAVING, INC. signing by and through its Vice President, duly authorized to execute same.

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

Witness: _____

By: _____

Janice P. Gilley
County Administrator

Witness: _____

Date: _____

CONTRACTOR:
PANHANDLE GRADING AND PAVING, INC., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Donald Long

By: _____
Secretary

Its: Vice President

Date: _____

(Corporate Seal)

BCC Approved: July 2, 2020

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the

Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the

County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and

samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be

evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief

with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents,

officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit

reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full

amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified,

and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and

by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept

defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

_____ (Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

_____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract

No._____,_____

_____

__

_____

__

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____

_____
Witnesses as to Principal

PRINCIPAL:

_____

By:_____

Name:_____

Its:_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Authorized Signature)

_____
(Printed Name)

OR

_____
As Attorney In Fact (Attach Power)

_____
_____
_____
(Business Address)

_____
(Printed Name)

_____
(Telephone Number)

_____
Witness

_____
Witness

_____

_____
Witnesses

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ ($_____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____

_____

Witness

(Business Address)

_____

_____

(Authorized Signature)

Witness

_____

(Printed Name)

OR

_____

_____

As Attorney In Fact (Attach Power)

_____

_____

_____

_____

Witnesses

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Buzz Roggenbuck, Sr Purchasing Coordinator
Office of Purchasing
213 S. Palafox Place
Pensacola, FL 32502
Ph (850) 595-4878
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18040 **County Administrator's Report 13. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Contract Award for Title V Compliance Reporting and GCCS Design, Construction, and Maintenance
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Title V Compliance Reporting and GCCS Design, Construction, and Maintenance for the Perdido Landfill - Patrick Johnson, Waste Services Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, per the terms and conditions of PD 19-20.045, Title V Compliance Reporting and GCCS Design, Construction, and Maintenance for the Perdido Landfill, for a lump sum of $256,428, for a two-year term of professional services.

Vendor Contractor	Funding	Amount	Contract Number
Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers	Fund: 401 Solid Waste Fund Cost Center: 230304 SW Environmental Quality Object Code: 53101 Professional Services	$256,428	PD 19-20.045

BACKGROUND:

EPA's Title V Clean Air Act Amendment Regulations 40 CFR 60, 61, and 63, along with EPA's Greenhouse Gas Reporting Program (GHGRP) 40 CFR Part 98, and FDEP Rule(s) 62-4, 62-204, 62-210, 62-213, 62-296 and 62-297, all require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. An estimated 1500 professional service man hours are required for this

compliance effort for the next two years. The scope of work includes, but is not limited to: Title V Air Operation Permit Renewal, Monthly Data Analysis, Semi-annual Reports, Annual Title V Statement of Compliance, Annual Operating Report and Emission Estimate, Greenhouse Gas Reporting, and Landfill Gas System Phasing Plan.

Requests for Letters of Interest, PD 18-19.045 to Provide Title V Compliance Reporting and GCCS Design, Construction, and Maintenance for the Perdido Landfill, was issued via Government Forms Software on April 3, 2020. The solicitation was issued to 20 registrants representing 18 firms.

When solicited in 2018, only two responses were submitted. One was from Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, and the second from Geosyntec. SCS Engineers was granted the award. When re-solicited in 2020, only one response was recieved; that being from SCS Engineers. Both Geosyntec and HDR submitted a "No Bid" response. Their emails with their responses are included in the attachments. The increased scope of work coupled with the CPI of 2% compounded, put the total price at $256,428, as compared to $190,371, two years ago. The delta up of $66,057 was considered fair and reasonable by the evaluation committee, based on the increased scope and CPI escalation. Task #8 and #10 of the work scope are discretionary and require Department approval of scope and fee before proceeding. Utilization for these tasks will be based on the performance of the Gas Collection and Control System required for environmental compliance and electrical power generation Contract terms.

Negotiations were held with Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers, on May 28, 2020, and on June 2, 2020. This resulted in a final negotiated total fee of $256,428 for a two year term of professional services.

BUDGETARY IMPACT:

Vendor Contractor	Funding	Amount	Contract Number
Stearns, Conrad, and Schmidt, Consulting Engineers, Inc., d/b/a SCS Engineers	Fund: 401 Solid Waste Fund Cost Center: 230304 Environmental Quality Object Code: 53101 Professional Services	$256,428	PD 19-20.045

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand Alone Projects.

Attachments

Solicitation
Bid Distribution
SCS Letter of Interest
SCS GSA Form 330 Part II
Agreement with Exhibits
No Response Emails

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

Title V Compliance Reporting and GCCS Design, Construction, and Maintenance Solicitation Identification Number PD 19-20.045

Letters of Interest Will Be Received Until:
11:59 p.m. CDT, April 21, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32505

Attn: Lawrence A. Gordon Purchasing Specialist

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice-Chairman
Jeff Bergosh
Lumon May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Lawrence A. Gordon Purchasing Specialist
Office of Purchasing, Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.301
Pensacola, FL 32502
850-595-4987 Email: Lagordon@myescambia.com

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist

Title V Compliance Reporting and GCCS Design, Construction, and Maintenance Solicitation Identification Number PD 19-20.045

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the Office of Purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: http://www.myescambia.com/our-services/purchasing/professional-services-submittals
GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)

- Part II **(update if already submitted)**
- Part I

The remaining forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation, they are provided as an example only. Use the forms listed on http://submittals.myescambia.com/, **General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Drug-Free Workplace
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

The Following Submittals Are Required Upon Notice of Award:

- Certificate of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

TABLE OF CONTENTS

	Page
Title Page	
Proposer's Checklist	i
I. INFORMATION PACKAGE	**1**
Scope of Services	1
II. INSTRUCTIONS TO SUBMITTERS	2
A. Government Forms Software	2
B. CONDUCT OF PARTICIPANTS	3
C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT	4
D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE	4
III. FIRMS' EVALUATIONS AND SELECTION	4
IV. SCHEDULE	5
V. SUBMITTAL REQUIREMENTS	6
1. Update Standard Form (SF) 330 – Part II (GFS format)	6
2. Standard Form (SF) 330 – Part I (GFS format)	6
3. Letter of Interest (PDF format)	6
Forms	
• Certification Regarding E-Verify System	8
• Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions	9
• Truth in Negotiation Certification	10
• Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes	11
• Drug-Free Workplace Program Certification	13
• Information Sheet for Transactions and Conveyances Corporate Identification	14
• Anti-Lobbying Certification	16
• Disclosure of Lobbying Activities	17
Sample Agreement	

I. INFORMATION PACKAGE

Title V Compliance Reporting and GCCS Design, Construction, and Maintenance Solicitation Identification Number PD 19-20.045

Scope of Work

The Florida Department of Environmental Protection (FDEP) Air Operations Permit (0330246-008-AV) and Air Construction Permit (0330246-005-AC) require Perdido Landfill to operate and maintain the gas collection and control system (GCCS) in compliance with 40 CFR 60 New Source Performance Standards Subpart WWW and Subpart XXX. In addition, the facility is subject to 40 CFR 63 Subpart AAAA, National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. Collected landfill gas is sent to a landfill gas-to-energy (LFGTE) facility owned and operated by Gulf Power. Surplus gas is sent to the blower flare station using a non-assisted, open-utility flare. Currently, the GCCS is operated by the same contractor that operates the LFGTE facility. As the available air space is reduced, conflicts between landfilling operations and maintenance of the GCCS will increase. Close coordination will be required to prevent interruptions of GCCS. This project includes developing a Standard Operating Procedure for the GCCS and providing FDEP reporting to meet Title V requirements.

The Title V compliance reporting to FDEP will include at a minimum:

a) Weekly flare operating reports to document compliance.
b) Monthly wellfield reports to document compliance.
c) As-needed FDEP requests for alternate procedures or alternate timelines for wellfield repairs or expansions.
d) Documenting and coordinating GCCS maintenance required to meet Title V requirements.
e) Updating the Start-up, Shutdown, and Malfunction Plan
f) Updating the facility design plan
g) Quarterly surface emissions monitoring reports
h) Semi-annual monitoring reports
i) Annual flare testing
j) Annual Operating Report
k) Annual Statement of Compliance
l) Annual fee estimate form
m) Greenhouse Gas Reporting
n) On-call Landfill Gas Consulting Services
o) Review of Future cell design/construction for GCCS/Title V Compliance
p) GCCS design improvements for Title V Compliance

Note: Environmental Compliance Services to run for a duration of two years.

Title V Compliance Reporting:

I. ESTIMATED

PROJECT COST

Initial Design

estimate: $275,000

II. GSA SF 330 Discipline and Experience Codes

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	12	Civil Engineer
	23	Environmental Engineer Solid Waste Gas Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

Code	Description
S07	Solid Wastes; Incineration; Landfill

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short-listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

	Points
Knowledge of Title V Permitting and Reporting	**30**
Availability of local staff	**10**
Landfill Gas Wellfield Operating Experience	**30**
Knowledge of existing site conditions at the Perdido Landfill	**30**
Total Points	**100**

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	**April 8, 2020**
Final Date for Questions	**5:00 p.m., CDT, April 16, 2020**
Letters of Interest due date	**11:59 p.m. CDT, April 23, 2020**
Short-Listing Meeting	**10:30 a.m., CDT, April 30, 2020**
Discussions, Ranking Meeting	**1:00 p.m., CDT, May 7, 2020**
Written Scope due to Committee for Review	**May 15, 2020**
Fee Proposal due to Committee for Review	**May 22, 2020**
1st Negotiation with First Ranked Firm	**10:30 a.m., CDT, May 28, 2020**
2nd Negotiation with First Ranked Firm	**If Required, 3:00 p.m., CDT, June 2, 2020**
Board of County Commissioners approval	**July 2, 2020**

Note: Due to the current Covid-19 situation all Escambia County Offices are closed to the public. Any meetings associated with this program will be held via Skype. Skype is a free service and provides both video and audio capabilities. Please download the Skype software to your device (PC, laptop, Tablet) well in advance of any meeting scheduled so you are familiar with how to operate the program before the meeting.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **May 08, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY FIRM FOR LAST 3 YEARS

   11. a. Escambia County Florida Board of County Commissioners
   11. b. Non-Escambia County Florida Board of County Commissioners

2. **Standard Form (SF) 330 – Part I (GFS format)**
   Generated by GovernmentForms.software®, maximum 75 pages, includes:
   - Standard Form (SF) 330 - Part I, Section A-C
     Page Limit: Typically, just 1 page in length
   - Standard Form (SF) 330 - Part I, Section D
     - For each individual shown on the organizational chart list the following:
       - Name
       - Position relative to the project
       - Firm
       - Position in the firm
   - Standard Form (SF) 330 - Part I, Section E
     Page Limit: 20 pages/resumes
   - Standard Form (SF) 330 - Part I, Section F
     Page Limit: 10 pages/projects
   - Standard Form (SF) 330 - Part I, Section G
     Page Limit: 1 page
   - Standard Form (SF) 330 - Part I, Section H

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 50 pages).

   Requirements for this section (to be included in Letter of Interest):
   - Specific answers to the Evaluation Criteria for Short-listing

- Proposers shall list all currently active contracts or task orders with Escambia County, Florida and the following relative information
  - Contract or Task Order name
  - Current status
  - Costs
    - Original cost, to include any change orders
    - Remaining balance
- Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
- Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
- Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years
- Proposers shall include any additional information to represent your firm for consideration.

Documents

The following forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
  Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

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

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

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

Signature/Authorized Certifying	Official Typed Name and Title
Applicant/Organization	Date Signed

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SFELF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

_____

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County’s Responsibilities	8
ARTICLE 8	Consultant’s Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this ___th day of _____, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and _____, a for-profit corporation authorized to transact business in the State of Florida, whose address is _____, (City), (State) (Zip), and whose Federal tax identification number is XX-XXXXXXX (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: _____ is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean (Name), (Title), (Department). In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for _____.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) XX-XX in the amount of _____ ($_____) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD XX-XX.XXX, _____, and as represented in the Consultant's Letter of Interest response to PD XX-XX.XXX, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $_____.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of _____ ($_____). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a

month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

_____
_____
_____

(d) Invoices to the County shall be sent to:

_____
_____
_____
Pensacola, Florida _____

Notices to the County shall be sent to:

_____
County Administrator
221 Palafox Place, STE 420
Pensacola, Florida 32502

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other

indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County

Commissioners shall be “additional insured's” on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, 213 Palafox Place, 2nd Floor, prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days’ notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida’s ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this

Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and _____, signing by and through its President, duly authorized to execute same.

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

WITNESS:

_____
Witness

By: _____
County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
_____, a _____
Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
(Name), (Title)

By: _____
Secretary

Date: _____

Exhibit A

Scope of Work

Exhibit B

Schedule

Exhibit C

Fee Schedule

Select Search PD 19 20 045 **Tagged** <all> **Close Window**

Subject: **Public Notice PD 19-20.045**
Date: **20200408 @ 16:29**

	Firm ID	Firm Name	POC	Email
1	203664317	ACC of Florida, Inc. (DBA Atla	Raymond J. Lotito, CET	rlotito@atlcc.net
2	581402235-00	EnSafe Inc.	James N. Speakman, PhD, PE Phillip G. Coop, CHMM Mark Swantko	jspeakman@ensafe.com pcoop@ensafe.com mswantko@ensafe.com
3	592355134	Geosyntec Consultants, Inc.	Jill Johnson	jjohnson@geosyntec.com
4	651319891-00	GIT CONSULTING LLC	Georgio Tachiev	georgio@gitconsuting.net
5	470741232	HDR CCC	Bryan Estock James VanSteenburg Mari Bonbrest	bryan.estock@hdrinc.com James.VanSteenburg@hdrinc.com mari.bonbrest@hdrinc.com
6	470680568	HDR Engineering, Inc.	Allen Vinson, PE John Wimberly, PE Angie.Hill	allen.vinson@hdrinc.com john.wimberly@hdrinc.com angie.hill@hdrinc.com
7	941730361	ICF Jones & Stokes, Inc.	James Harmon Kimberly Davis Elizabeth Diller	Epcrm@icf.com Kimberly.Davis@icf.com Elizabeth.Diller@icf.com
8	412182717	Innovative Waste Consulting Se	Pradeep Jain Timothy Townsend	pjain@iwcs.biz ttown@ufl.edu
9	592255441	jehle-halstead, inc.	Donald P. Jehle, P.E., CEO Glenn P. Halstead, P.E., President D. Patrick Jehle, Jr., P.E. V-P	djehle@jehle-halstead.com ghalstead@jehle-halstead.com pjehle@jehle-halstead.com
10	592855441	jehle-halstead, inc.	D. Patrick Jehle, Jr., P.E.	pjehle@jehle-halstead.com
11	591533071	Jones Edmunds & Associates, In	Joe Schmid Ken Vogel, PE	jaschmid1@jonesedmunds.com kvogel@jonesedmunds.com
12	680146861	MACTEC Engineering and Consult	Richard J. Brown	rjbrown@mactec.com
13	680146861-03	MACTEC Engineering and Consult	David B. Goershel	dbgoershel@mactec.com

Messages sent: **20**

April 23, 2020
File No. 090176220

ELECTRONIC SUBMITTAL

Mr. Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.301
Pensacola, FL 32502

Subject: **Letter of Interest for Title V Compliance Reporting and GCCS Design, Construction, and Maintenance, Solicitation Identification Number PD 19-20.045**

Dear Mr. Gordon:

Escambia County's (County) main goal is to maintain full compliance with all applicable air regulations while maximizing the gas available to send to the landfill gas to energy (LFGTE) plant. In order to meet this goal, the County contracted with SCS Engineers to support them in reporting and recordkeeping of both state and federal regulations including Title V compliance as they relate to the Perdido Landfill (Landfill) and the onsite gas collection and control systems (GCCS). SCS understands the required rules: 40 CFR 60 New Source Performance Standards Subpart XXX, 40 CFR 63 Subpart AAAA and the National Emission Standards for Hazardous Air Pollutants, but SCS is intimately familiar with the Landfill's current Title V air permit No. 0330246-012-AV. **SCS has worked alongside you and your LFGTE partner, Gulf Power/LFG Technologies, for the past 6 years and is dedicated in continuing to maintain 100% compliance with all regulatory requirements while keeping the LFGTE plant running at full capacity.** We look forward to continuing to build on this successful relationship as waste filling moves to Section 5 and the GCCS in the filled cells is expanded to optimize the infrastructure to deliver the required vacuum, air and forcemain to the existing gas extraction wells.

Constant and effective communication have resulted in our successful partnership with the County. We continually review the gas data and surface emissions monitoring results and provide immediate feedback as warranted. Then, during our monthly calls, SCS provides recommendations in order to optimize the operation of the GCCS and keep the County in compliance. These regular monthly conversations provide the opportunity for all parties to share what they are seeing as it relates to the GCCS functionality, which has proven to provide a collaborative management approach and optimized system operation. The data compiled each month is utilized in the preparation of the semiannual and annual compliance reports that have been completed and submitted on time since SCS has been working on this contract.

The following are a few points that explain why we feel we are the most qualified firm to continue to support the County in providing professional services in Title V and NSPS Compliance Reporting, GCCS Design, and Construction and Maintenance at the Landfill.

Your SCS team has been working at the Perdido Landfill for over 25 years. Since our first contract with Escambia County in 1994, we have worked on more than 60 task orders ranging from Title V/NSPS compliance to the Perdido Landfill Leachate study, which we recently kicked off. We are very familiar with the tasks listed in this upcoming contract as well as the challenges and regulations that will be faced.

We have successful working relationships with all the regulatory agencies including the FDEP Northwest District, Tallahassee Solid Waste Division and Division of Air Resource Management.

Finally, our Florida and Alabama solid waste staff are members of your community and are prepared to support you to achieve your goals. Our local Mobile, Alabama office can provide you solid waste staff who can be on site within an hour. Our experienced Title V compliance/Landfill Gas (LFG) design team supports more facilities in Title V Compliance than any other firm in Florida. This team will provide full support for all the compliance and design needs at the Landfill.

SCS is YOUR trusted partner that will continue to work alongside County professionals to meet all the facility's compliance and operational goals.



Celebrating

50 YEARS 1970-2020 SCS ENGINEERS

Our Florida Numbers

35
years in solid waste

90
ongoing solid waste projects

100
transfer station projects

202
closed landfill projects

500
completed solid waste projects last 5 years

35
counties served with our solid waste services

31
active florida landfills worked on out of 41

125
solid waste and environmental professionals

Our Philosophy

We are a client-focused firm providing comprehensive solutions, not just technical solutions.

We ask:
WHY do you want to do this project?

WHAT are the challenges and consequences?

HOW can we provide business value?

KNOWLEDGE OF TITLE V PERMITTING AND REPORTING

The County's Waste Services Department needs the most knowledgeable engineers to assist with the intricacies of air permitting and reporting. SCS has handpicked a team for this contract, which is made up of individuals who are some of the most experienced professionals when it comes to Title V air compliance permitting and reporting. In Florida, this group has provided Title V support to both public and private sector clients for over 35 years. Over that time, we have developed an intimate understanding of FDEP's position on Title V issues that have been utilized to our clients' benefits for both permitting and reporting. This information has also been applied in support of your Landfill to prepare and submit the Title V reports and permit applications. Furthermore, we have employed our expertise and productive relationship with state regulators to assist the County in minimizing the impact of new operations on the existing Title V Permit. On a national level, SCS is at the forefront of the upcoming revisions of the NSPS by the EPA and then individual states. SCS is part of SWANA's technical committee that has been tracking the EPA and meeting with them to discuss the proposed changes and how it will affect the industry.

Guided County through Transition to New XXX Regulations and Approval of Alternate Procedures

Since 2014, SCS has cultivated a good working relationship with FDEP Northwest District, receiving 8 approval letters from alternate timelines and alternate operating procedure requests that were submitted to FDEP on behalf of the County. We have also supported the Landfill in the transition to the new regulations of Subpart XXX, which were finalized in May 2019, by sending technical bulletins explaining the significant changes from Subpart WWW and a flow chart of the new reporting requirements for wellfield exceedances. These few examples have maintained the Landfill in compliance and also prepared all parties for future regulation changes.



SCS ENGINEERS

Technical Bulletin

Summary of Final NSPS/EG Rules for Landfills

Background

The U.S. Environmental Protection Agency (EPA) landfill gas (LFG) rules were published in the Federal Register on August 29, 2016. These rules include an Emission Guideline (EG) rule under Title 40 Code of Federal Regulations (40 CFR) Part 60, Subpart Cf and a New Source Performance Standards (NSPS) rule under 40 CFR Part 60, Subpart XXX. Both rules are finalized with this publication, and they will affect newly-defined NSPS sites (i.e., "new" landfills that are new or modified (expanded in capacity) after July 17, 2014) and EG sites (i.e., "existing" landfills that have not been expanded after July 17, 2014), respectively.

The new rules will ultimately replace the existing NSPS rule (40 CFR Part 60, Subpart WWW) and EG rules (40 CFR Part 60, Subpart Cc and state-equivalent rules) after a transition period. The new rules will take effect 60 days from publication in the Federal Register (October 28, 2016). States and local air jurisdictions have nine months from publication to prepare their EG rules (May 30, 2017). EPA has an additional four months to approve or disapprove of the state/local EG rules. Thus, for existing sites subject to the EG rule, there will be a time lag before the EG rule becomes fully effective.

Primary Element of the Rules

The major component of both rules is that the 50 Mg/year of non-methane organic compounds (NMOCs) emission threshold, which triggers installation of a LFG collection and control system (GCCS), will be lowered to 34 Mg/year for all landfills with one exception. Existing, closed sites, as defined in the rule under the closed landfill subcategory (sites that are already closed or close within 13 months of publication with proper documentation), will continue to be able to use the 50 Mg/year threshold. This lower threshold appears to be the centerpiece of EPA's plan to create additional NMOC and methane reductions from landfills nationally.

Key Components of the Rules

Other key areas of the NSPS/EG rules include:

Treatment Definition. The definition of LFG treatment has reverted to the original definition used throughout the industry of filtration, dewatering and compression, without numeric limits or special monitoring. EPA has added a notation that beneficial use can include technologies beyond combustion, such as vehicle fuels, pipeline quality gas, etc. This is a major victory for the LFG to energy (LFGE) industry, which was concerned that a rigid definition of treatment could negatively impact existing and new LFGE projects with additional costs and new compliance issues. However, the rules include a requirement for each regulated landfill to develop a treatment system monitoring plan to address treatment criteria. The rules are unclear whether submittal of the plans are required; if so, how; and if submitted, whether states and local agencies could try to require numeric limits and monitoring requirements on a site-by-site basis.

Surface Monitoring. All penetrations to the landfill cover must now be monitored during each quarterly surface emission monitoring (SEM) event. This is in addition to monitoring of the required serpentine path across the landfill surface, the path around the perimeter of the landfill, and for areas where visual observations suggest a potential leak. Monitoring penetrations can add significant time and cost to quarterly SEM events. EPA considers penetrations to be the largest source of surface emission exceedances, and so they are mandating this additional monitoring. EPA has provided some guidance as to what is and is not a penetration (LFG wellheads are clearly defined as penetrations while, for example, fence posts are not) but no actual definition is provided. Also, latitude/longitude must be recorded for each exceedance location within +/- 4-meter accuracy. The use of hand-held global positioning system (GPS) devices for flagging SEM exceedances should satisfy EPA's proposed requirements for location data.

Offices Nationwide | 1 | ©SCS Engineers August 2016

AVAILABILITY OF LOCAL STAFF

The County wants a firm who is available to answer questions and come out to the site when necessary. As seen in **Exhibit 1** below, SCS has many available engineering staff to perform the required work on all assignments within the realm of this contract. **We have the largest LFG specific practice in the state of Florida.** That means there are ample resources to provide a focused response on your issues. Our team will visit the landfill on a regular basis as we have in the past, to discuss any large or special projects and perform field assessments to assure optimal operation of the system. We can even provide this service to offer a seamless integration between the current landfill and the newly constructed Section 5 area.

Exhibit 1. Areas of Expertise for Team Members

TEAM MEMBER	Office Location	Title V Annual Air Compliance Reporting	GHG Data Compilation/ Reporting	Title V Permit Applications	GCCS Data Review/Meetings	Permitting of New Sources, Modifications and/or Expansions	Alternate Timeline and/or Higher Operating Value Requests	NSPS GCCS Design Plan	GCCS Design/Engineering/CQA
Dan Cooper, PE	**FL**	x	x	x	x	x	x	x	x
Stephanie Liptak	**FL**	x	x	x	x	x	x	x	x
Carlo Lebron, PE	**FL**	x	x	x	x	x	x	x	x
Christina Finizio	**FL**	x	x	x	x		x		x
Josue Rivera, EI	**FL**	x	x	x	x		x		x
Stephen Townsend	**FL**	x	x	x	x		x		x
Laila Al-Khalaf	**FL**	x		x	x				x
Jacob Clements	**AL**	x	x		x				x

Our Florida and Alabama based staff will meet the specific needs of this contract. Dan Cooper will continue to serve as project director and a point of contact for all project/contract needs. Dan's experience with the County and similar project experience with Florida municipalities makes him the ideal choice to lead this team. Dan is recognized as a nationwide expert in the LFG industry. As the leader of the SWANA-FL LFG committee, he is up-to-date with state regulations and he regularly presents and publishes LFG design and Title V compliance topics. Working alongside Dan will be Stephanie Liptak. This project management team will assure that project costs remain within the budget, while maintaining overall project control to assure compliance for the County.

Stephanie Liptak, who is serving as project manager for the current contract, will continue to be an additional point of contact for day-to-day operations and communicate with the County and LFGTE staff on a routine basis. She will continue to communicate assignments to staff to assist with routine and non-routine assignments. Stephanie currently runs the monthly meetings and follows up with all parties before sending meeting summaries as part of our project management and communications plan. She ensures compliance with NSPS and Title V permit operating requirements by completing the reporting for monthly wellfield compliance, semi-annual, annual operating and emissions fee estimates, annual statement of compliance, visible emissions testing and greenhouse gas. She corresponds with the regulatory agency to resolve permitting and compliance issues. She has prepared two GCCS design expansions. One expansion to address compliance issues and underperforming wells and one to provide design for continuity of the GGCCS during landfill mining.

The County's input is essential to the success of this important contract. Dan and his team will continue to listen to your goals and concerns, and work with you to make logical, informed decisions. At the beginning of the project, Dan and Stephanie will meet with the County to discuss the scope of

the project in its entirety, layout all schedules and introduce the additional resources and staff available to the County. Our team will work closely with the County's designated contract representatives throughout the duration of the project to keep all staff informed of project goals, schedules, and ongoing site activities.

At key stages during the development of the project, Dan and Stephanie will meet with County staff to discuss progress and quality of service.

Project Management Personnel

Our project management personnel are highlighted below. Full resumes that highlight our team's recent and similar experience that cover all facets of this project are provided in **Section E of the SF330 submittal**.

26	15-years	100+
Years of Experience	Title V Compliance Reports	GCCS Designs

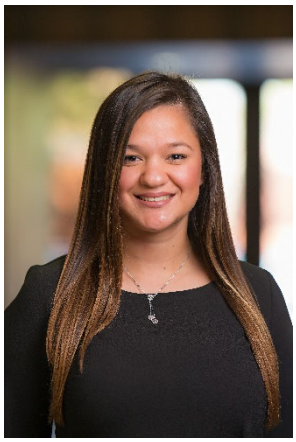
DAN COOPER, PE | PROJECT DIRECTOR



Contact Information
Cell ►813.404.7137
Office ►813.804.6710
dcooper@scsengineers.com

Since joining SCS in 2005, Dan has worked with Escambia County by keeping the Landfill in compliance while continually looking for ways to improve the GCCS with the County's goal in mind of being a good partner to its citizens and regulatory agency. During this time, Dan has managed all tasks associated with the past and current contract of providing Title V Compliance Reporting Services. These tasks range in scope from annual Title V compliance reports to GCCS expansions to permitting of the most current Title V permit renewal in 2018.

Dan is currently a Vice President and Project Director with SCS and leader of the Southeast region solid waste practice focusing on LFG collection, landfill cell design, landfill cell closure, construction management and all aspects of solid waste and Title V permit compliance. He oversees the LFG group as well, which prepares multiple GCCS expansion designs each year and prepares all compliance reports for municipal and private sector landfills throughout the southeast. In 2019 alone, Dan was the Engineer of Record for 8 GCCS designs and 7 methane gas mitigations systems designed to protect new buildings from LFG intrusion from underlying waste atop old closed landfills.



Contact Information
Cell ►954.376.0487
Office ►813.804.6738
sliptak@scsengineers.com

5	5 years	25+
Years of Experience	Title V Compliance Reporting	GCCS Designs

STEPHANIE LIPTAK | PROJECT MANAGER

Stephanie has worked with Escambia County for 5 years. She is the Project Manager on the current contract providing Title V Compliance Reporting Services. During this time, she has assisted in keeping the Landfill compliant in accordance with their Title V permit and NSPS regulations. She also designed the Landfill's GCCS expansion in 2019, which included the redrill of 10 gas extraction wells and most recently completed a design to reroute a section the existing GCCS to be disturbed by the Phase II mining project.

Stephanie provides project management and support services to several sites in Florida, Alabama and Georgia subject to regulatory compliance including; Title V air permitting, annual and semi-annual compliance reporting and greenhouse gas reporting. She is also experienced in GCCS design, construction management and construction quality assurance.

LANDFILL GAS WELLFIELD OPERATING EXPERIENCE

SCS is in a unique position to offer both our deep knowledge of Title V compliance as well as our GCCS operations to the County thus providing a true full service team.



The County should have a consultant who can help troubleshoot LFG wellfield or flare station issues. As discussed above, SCS not only consists of design and compliance engineers, but also provides operations, maintenance & monitoring services on over 15 landfills in the southeast as part of our field services division. These services are performed by our highly trained staff of over 20 LFG wellfield operators/constructors based in Florida and Alabama.

Should the County require any type of routine monitoring of the GCCS or perimeter probes (i.e., if your onsite technician takes a vacation), our technicians can be onsite within a day to assist in any operations or monitoring needs. Our wellfield operators have a fleet of vehicles that are fully stocked to support not just wellfield operations but also the maintenance of the wellfield and the gas collection system. We own the most recent and up-to-date landfill gas monitoring equipment.

Landfill Gas Wellfield Operating Experience

Since 2014, SCS has assisted the County with flare data recorder maintenance, collection of liquid levels and troubleshooting of the blower/flare system. SCS' field team is nearby and ready to go should a situation arise where fieldwork or even construction assistance is needed.

Exhibit 2 provides a list of facilities where SCS currently performs or has performed Title V/NSPS compliance work and operations, maintenance & monitoring activities within the past 5 years.

Exhibit 2. Title V and Clean Air Act Project Experience

LANDFILL ▼	CLIENT ▼	TASKS ► Air Compliance Reporting	GHG Data Compilation/Reporting	Title V Permit Applications	GCCS Data Review/Meetings	Permitting of New Sources, Modifications and/or Expansions	Alternate Timeline and/or Higher Operating Value Requests	Operations, Monitoring and Maintenance	GCCS Design/Engineering/CQA
Perdido LF	Escambia Co.	x	x	x	x	x	x	x	x
Baseline LF	Marion Co.		x		x			x	x
Broadhurst LF	Republic	x	x	x	x	x	x	x	x
CCSWDC	Sarasota Co.	x	x	x				x	x
Cedar Trail LF	Republic	x	x	x		x		x	x
Hillsborough Height/ Taylor Road LF	Hillsborough Co.		x			x		x	x
Hickory Ridge LF	Republic	x	x	x	x		x	x	x
Lena Road LF	Manatee Co.	x	x	x	x	x	x	x	x
Little Dixie LF	Republic	x	x	x	x	x	x	x	x
North Miami LF	Miami-Dade Co.	x	x	x	x	x	x	x	x
Oak Grove/Speedway LF	Republic	x	x	x	x	x	x	x	x
Pine Ridge LF	Republic	x	x	x	x		x	x	x
Richland Creek LF	Republic	x	x	x	x	x	x	x	x
Salem LF	WM	x		x			x		
Southeast County LF	Hillsborough Co.	x	x	x	x	x	x	x	x
Steelfield Road LF	Bay Co.	x	x						
Swift Creek LF	Republic	x	x		x	x		x	x
Timberlands LF	Republic	x	x	x	x	x	x	x	x
Tomoka LF	Volusia Co.	x	x	x	x	x	x	x	x

Project profiles for key projects are provided in **Section F of the SF330 submittal**.

KNOWLEDGE OF EXISTING SITE CONDITIONS AT THE PERDIDO LANDFILL

It is important that the County select a firm who knows the current conditions and ongoing project status of the wellfield as well as the future direction. In the past 6 years, we have been privileged to work hand in hand with your staff and Gulf Power/LFG Technologies on the operation of the GCCS. This opportunity has led us to develop Standard Operating Procedures tailored specifically for the County's wellfield operations, and collection and storage of data in our SCSeTools® software. SCSeTools® allows all to view the wellfield at a glance and see how it is performing, and to collaborate with the County on various landfill gas issues at the Landfill. The knowledge we have gained and the tools available to the team allows us to continually provide effective solutions that benefit the County.



On a monthly basis, SCS hosts a conference call and WebEx with the County and Gulf Power/LFG Technologies. The purpose of this call is to provide a review of the GCCS operations over the past month including wellfield data, liquid level data, flare and plant operations review and provide suggestions for possible wellfield improvements. We are able to present data to the County in many forms depending on the issue with the system.

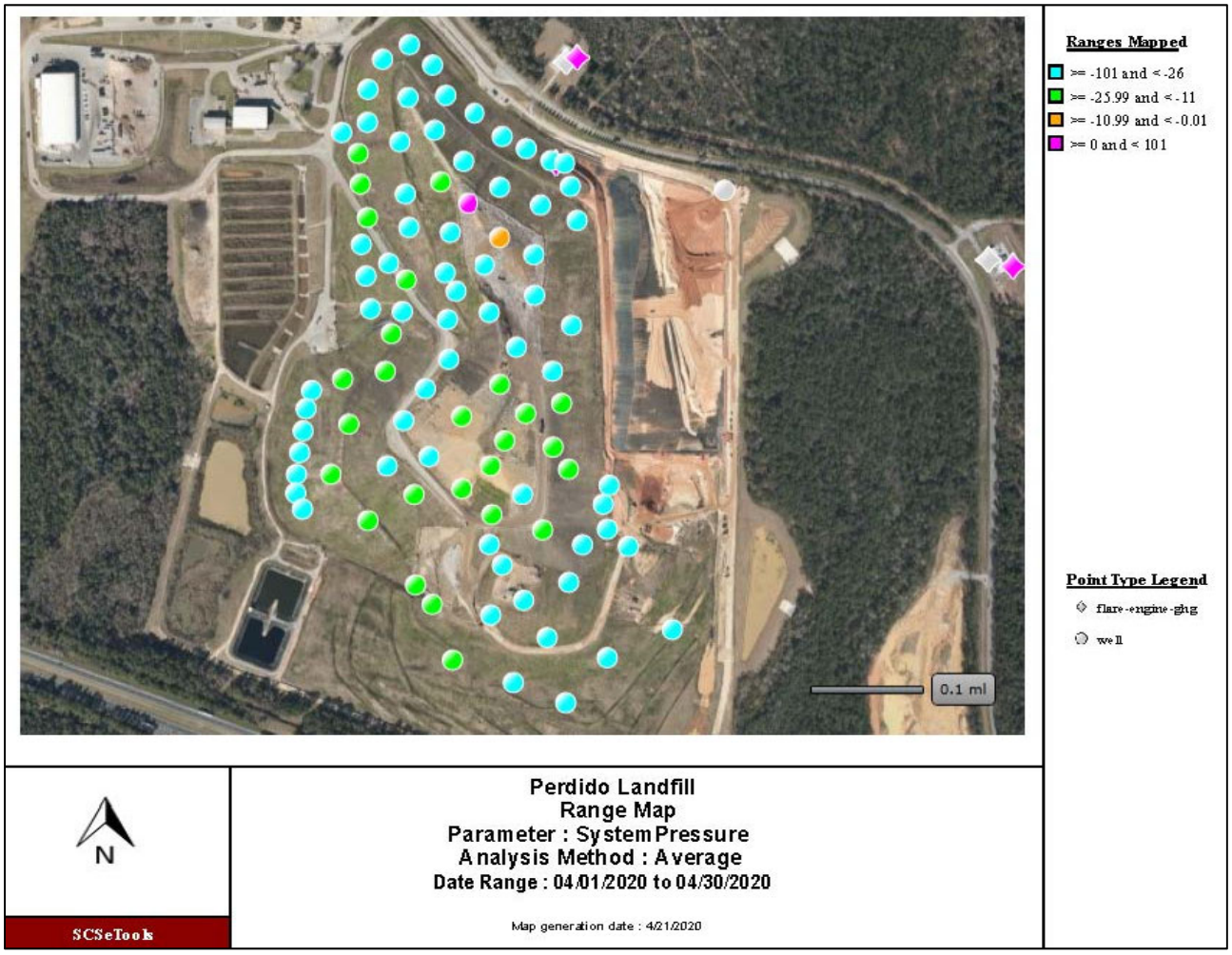
Site Conditions at the Perdido Landfill

Often times during compliance reviews issues pertaining to the performance of individual portions of the GCCS are discovered. During the past 6 years, SCS has been able to point out areas of concern and assist the County in finding resolutions. We have prepared two separate GCCS expansion designs that have allowed compliance issues to be remediated and the landfill mining contract to continue seamlessly without delay for GCCS considerations.

SCS TECHNOLOGY

SCS utilizes SCSeTools® data management system to collect and track all data collected each month. SCSeTools® provides both tabular and visual images to display a particular issue such as loss of vacuum or gas concentrations. A system vacuum map has been created and is shown in **Exhibit 3** below to demonstrate the power of the SCSeTools® software. This exclusive technology allows SCS to have an unmatched knowledge of the landfill conditions past and present.

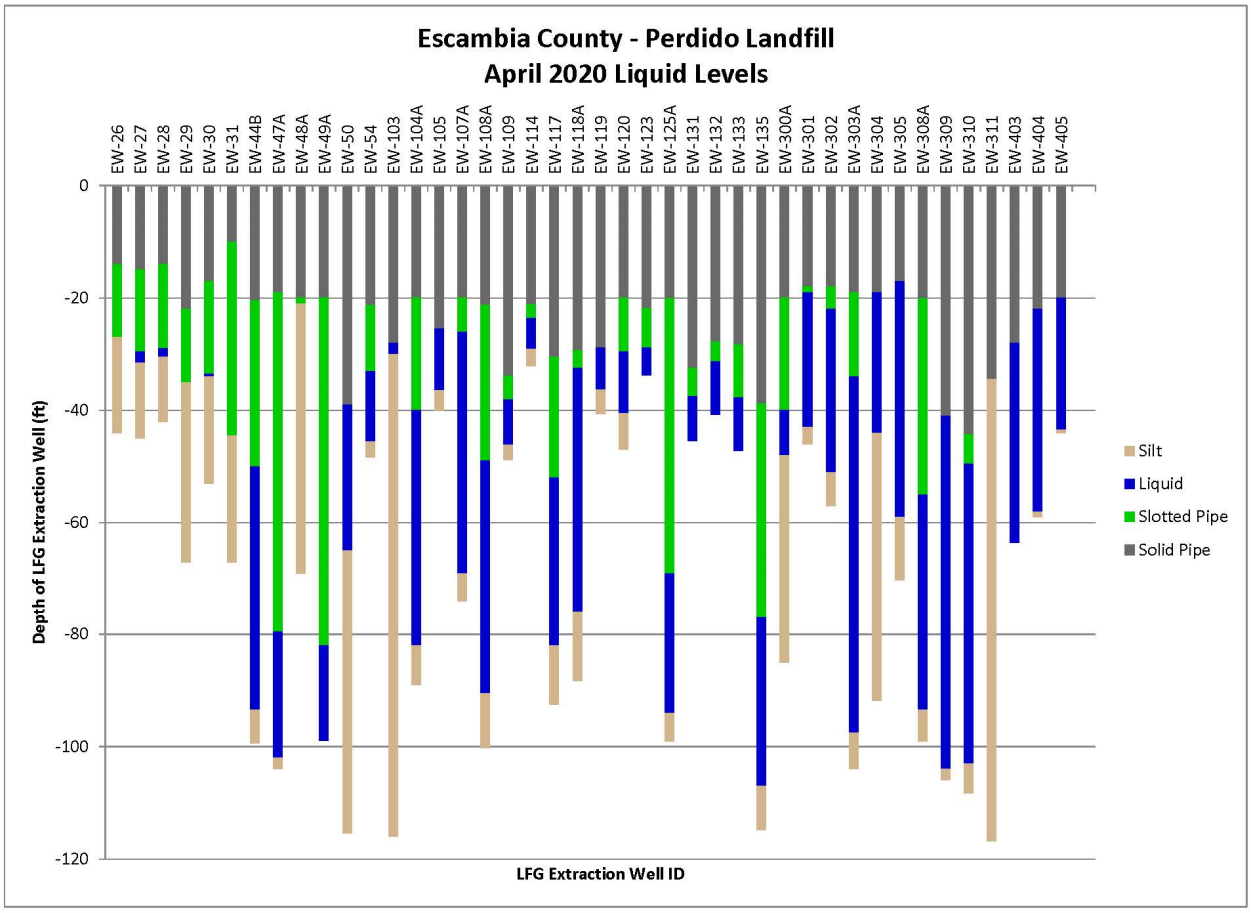
Exhibit 3. Perdido Landfill - Available Vacuum Map



This unique tool, which is currently in use by the County, allows for up-to-date and historical analysis whenever needed.

Excel Macros is widely used at sites maintained and operated by SCS. Macros allows us to analyze comprehensive data quickly and present to Clients in a simple graphic or tabular format. Recently, we performed liquid level readings at the Landfill and used a Macro to analyze the conditions of the gas extraction wells. **Exhibit 4** below shows the output of the Macro for the liquid level analysis in a graphical format. Each bar on the graph shows the total well depth of each gas extraction well and the differentiation of colors shows the solid pipe (gray), available perforated pipe (green), liquid level in the well (blue) and perforated pipe that is silted in (tan).

Exhibit 4. April 2020 Liquid Level Analysis

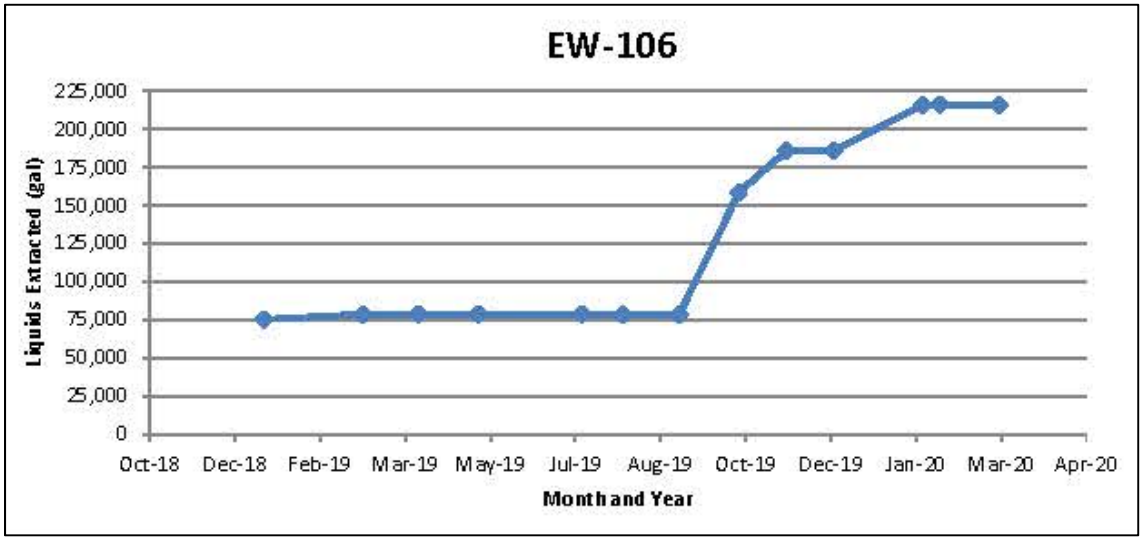


SCS utilizes several other technology tools and is constantly adding to the portfolio of services offered to help landfills manage and maintain not only landfill gas monitoring data, but also liquid level data, pump counter data and many other parameters.

Macros are also used to track dewatering efforts at the Landfill. Gulf Power/LFG Technologies provides monthly pump counter readings from all gas extraction wells with dewatering pumps installed. SCS populates our Macro with the monthly pump counter readings received and the output shows the amount of liquids extracted from each well per month in graphical and tabular format. **Exhibit 5** below shows the output for gas extraction well EW-106.

Exhibit 5. Liquids Extracted at EW-106

Date	Counter Reading	Clicks From Prior Reading	Calc's Gallons from Prior Reading	Clicks from Start	Calc'd Gal from Start*
		Calc. based on a stroke volume (gallons) of:			0.25
1/2/2019	454,885	11,613	2,903	300,686	75,172
3/1/2019	469,127	14,242	3,561	314,928	78,732
4/3/2019	468,160	967	242	315,895	78,974
5/8/2019	468,160	0	0	315,895	78,974
7/8/2019	468,168	8	2	315,903	78,976
8/1/2019	468,181	13	3	315,916	78,979
9/3/2019	468,181	0	0	315,916	78,979
10/8/2019	148,489	319,692	79,923	635,608	158,902
11/5/2019	256,474	107,985	26,996	743,593	185,898
12/3/2019	256,474	0	0	743,593	185,898
1/24/2020	376,047	119,573	29,893	863,166	215,792
2/3/2020	376,915	868	217	864,034	216,009
3/9/2020	376,915	0	0	864,034	216,009



ADDITIONAL INFORMATION REQUESTED IS PROVIDED PER THE REQUEST FOR PROPOSAL

All Currently Active Contracts or Task Orders with Escambia County, Florida

Contract/Task Order	Status	Original Cost	Remaining Balance
Professional Services to Provide Title V Compliance Reporting for the Perdido Landfill PD 17-18.083	Active	$212,971	$74,450
Perdido Landfill Onsite Leachate Treatment Options PD 18-19.094	Active	$62,191	$62,191
Professional Consulting Services PD 02-03.079	Active	Pending	

Failure to Complete Work in the Last 5 Years

SCS has not failed to complete any work within the past five years.

Officer or Partner Failure to Complete Work in the Last 5 Years

Similarly, none of the officers of our firm has failed to complete any work within the past five years. SCS is proud that we have long-standing relationships with key clients across the country and that most of our work is repeat work with these clients.

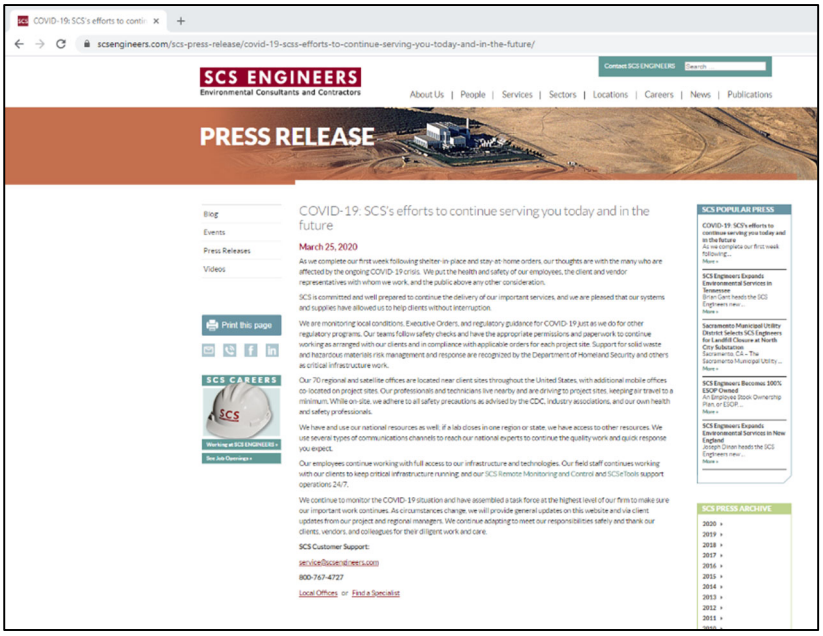
Litigation in the Last 5 Years

SCS has been in business since 1970, has offices throughout the United States and other parts of the world, and stands behind our work. An organization of our size and scale occasionally becomes involved in litigation. Of the matters, we have been involved in the past, or are currently involved in, none are considered to be material to our operations or limit in any way our ability to perform the work described in the Request for Letters of Interest. If selected for this project, we would be happy to provide detailed information on our litigation history on a confidential basis.

COVID-19 OPERATIONS PLAN

Concerns regarding staffing have been heightened in light of the current novel Coronavirus pandemic (COVID-19). Local governments are reviewing and updating Continuity of Operations Plans and are concerned about how to continue to provide essential services in the event that significant numbers of staff are unable to work. Please know that SCS is available to continue its routine services and augment the County staff if needed. We were out in front of keeping our employees as safe as possible from the virus by implementing action plans eliminating unnecessary travel and group meetings. We are also able to keep producing for our clients while having employees work from home, and with modern technology, like Lifesize Video Conferencing and WebEx, we continue to have staff and project meetings while minimizing the risk of our staff being exposed to the virus. We take these steps not only because we care about our employees, but also because we need to be ready to serve you. We know you are taking steps to protect your staff as well. Many of them work on the front lines, or may be called to perform alternate functions during this crisis. If you need more people that are familiar with solid waste, we are here for you.

As defined in the U.S. Department of Homeland Security's March 19, 2020 "Memorandum On Identification of Essential Critical Infrastructure Workers During Covid-19 Response", staff that support "effective removal, storage and disposal of residential and commercial solid waste and hazardous waste" are considered essential workforce. Manatee County has already reached out to SCS to ensure that SCS is able to continue to provide its field and engineering services and we are ready. Similarly, Volusia County has inquired whether we can replace their staff that typically performs landfill gas monitoring, in case they are unable to perform their normal job functions. We can. We have placards for company vehicles, documentation identifying our staff as Essential Workforce (in accordance with Federal guidelines) and are continuing our routine services. We will also continue to be available to serve Marion County whether our role is routine, staff augmentation, or developing Best Management Practices and contingency plans for different scenarios.



SCS has reviewed the excerpted agreement language included as part of the Request for Letters of Interest. If reselected, SCS foresees no difficulty in negotiating a final agreement with the County, as we had no difficulty in doing so in 2014, 2016, and 2018.

We appreciate this opportunity to be of continuing service to the County and welcome any questions the County may have relative to our response.

Sincerely,



Stephanie Liptak
Project Manager
SCS Engineers



Daniel R. Cooper, PE
Vice President/Project Director
SCS Engineers

ESCAMBIA COUNTY
REQUIRED DOCUMENTS

- Addendum 1
- Certificate Of Insurance
- Certificate of Authority to do Business from the State Of Florida
- Certification Regarding E-Verify System
- Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace
- Information Sheet for Transactions and Conveyances Corporate Identification
- Anti-Lobbying Certification
- Disclosure of Lobbying Activities

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 9, 2020

To: All Known Prospective Bidders

Addendum Number 1:

RE: Title V Compliance Reporting and GCCS Design, Construction and Maintenance

Solicitation Identification Number PD 19-20.045

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided: **Clarification on LOI Submittal Date.**

Please see clarifications below.

Letters Of Interest are due 11:59 PM CDT April 23,2020 .

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

Sincerely,

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Steadfast Insurance Company	26387
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
SCS Engineers, SCS Field Services,
SCS Energy, SCS Tracer Environmental
3900 Kilroy Airport Way, Ste 100
Long Beach CA 90806 USA

COVERAGES **CERTIFICATE NUMBER:** 570081268415 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL0011277805	03/31/2020	03/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $1,000,000 $25,000 $2,000,000 $10,000,000 $10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0112780-05	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	WC011277905	04/01/2020	04/01/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Env Prof (E&O)			IPR379235303 Prof Liab - Claims Made	03/31/2020	03/31/2023	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

SCS Engineers, SCS Energy, SCS Field Services, SCS Tracer Environmental
3900 Kilroy Airport Way, #100
Long Beach CA 90806-6816 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570081268415

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AGENCY CUSTOMER ID: 570000034408
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	SCS Engineers, SCS Field Services,
POLICY NUMBER: See Certificate Number: 570081268415	
CARRIER: See Certificate Number: 570081268415 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Env Contr Poll			IPR379235303 Poll Liab - Per Occur	03/31/2020	03/31/2023	Per Occurence	$2,000,000
							Aggregate	$2,000,000

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2020 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Feb 12, 2020
Secretary of State
4645009222CC

DOCUMENT# P17311

Entity Name: STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.

Current Principal Place of Business:

3900 KILROY AIRPORT WAY
SUITE 100
LONG BEACH, CA 90806

Current Mailing Address:

3900 KILROY AIRPORT WAY
SUITE 100
LONG BEACH, CA 90806

FEI Number: 54-0913440

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	VP, TREASURER, CFO
Name	CURTIS JANG
Address	3900 KILROY AIRPORT WAY SUITE 100
City-State-Zip:	LONG BEACH CA 90806

Title	P
Name	JAMES J. WALSH
Address	2060 READING ROAD
City-State-Zip:	CINCINNATI OH

Title	VP
Name	EDUARDO, SMITH
Address	9500 SOUTH DADELAND BLVD. SUITE 610
City-State-Zip:	MIAMI FL 33156

Title	VP
Name	SPEED, ROBERT
Address	9500 SOUTH DADELAND BLVD. SUITE 610
City-State-Zip:	MIAMI FL 33156

Title	SV
Name	MCLAUGHLIN, MICHAEL W.
Address	11260 ROGER BACON DRIVE
City-State-Zip:	RESTON VA

Title	ASST. SECRETARY
Name	KETCHAM, TERESA
Address	3922 COCONUT PALM DRIVE SUITE 102
City-State-Zip:	TAMPA FL 33619

Title	VP
Name	LEBRON, CARLO
Address	3922 COCONUT PALM DRIVE SUITE 102
City-State-Zip:	TAMPA FL 33619

Title	VP
Name	COOPER, DANIEL
Address	3922 COCONUT PALM DRIVE SUITE 102
City-State-Zip:	TAMPA FL 33619

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CURTIS JANG TREASURER 02/12/2020

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	VP
Name	SHANE, FISCHER
Address	3922 COCONUT PALM DRIVE SUITE 102
City-State-Zip:	TAMPA FL 33619

Title	VP
Name	MYLES, CLEWNER
Address	1900 NW CORPORATE BLVD SUITE E300
City-State-Zip:	BOCA RATON FL 33431

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
Business Name

By: 
Signature

Name: Daniel R. Cooper, PE
Printed

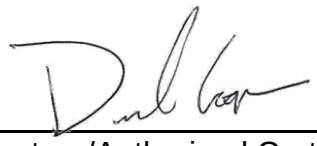
Title: Vice President
Printed

Date: April 22, 2020

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

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

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



Signature/Authorized Certifying

Daniel R. Cooper, PE, Vice President
Official Typed Name and Title

SCS Engineers
Applicant/Organization

April 22, 2020
Date Signed

TRUTH IN NEGOTIATION CERTIFICATION

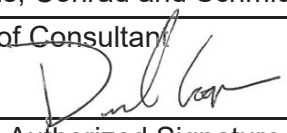
For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Name of Consultant

By: 

Authorized Signature

April 22, 2020

Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by Daniel R. Cooper, PE, Vice President
(print individual's name and title)

for Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers
(print name of entity submitting sworn statement)

whose business address is

3922 Coconut Palm Drive, Suite 102

Tampa, FL 33619

and (if applicable) its Federal Employer Identification Number (FEIN) is:
54-0913440

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☑ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this 22nd day of April, 20 20

Personally known to me
OR produced identification _____

_____
(Type of identification)

Renee Roman
Notary Public - State of Florida

My commission expires Sep 7, 2023

Renee Roman
(Printed typed or stamped commissioned name of notary public)

RENEE ROMAN
Notary Public - State of Florida
Commission # GG 909562
My Comm. Expires Sep 7, 2023
Bonded through National Notary Assn.

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Stearns, Conrad and Schmidt, Consulting Engineers, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

☑ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

☐ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

April 22, 2020

Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or (No)

If not a Florida Corporation,
In what state was it created: Virginia
Name as spelled in that State: SCS Engineers, Inc.

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No.: P17311

Does it use a registered fictitious name: (Yes) or No

Names of Officers:

President: James Walsh, PE
Secretary: Michael McLaughlin, PE
Executive Vice President: E.T. Conrad, PE
Treasurer: Curtis Jang
Sr. VP & General Counsel
~~Director:~~ Thomas Barham
Sr. VP
~~Director~~: Robert Gardner, PE
VP
~~Other~~: Carlo Lebron, PE
VP
~~Other~~: Daniel Cooper, PE

Name of Corporation (As used in Florida):
Stearns, Conrad and Schmidt, Consulting Engineers, Inc.
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box:
City, State Zip:
Street Address: 3900 Kilroy Airport Way
City, State, Zip: Long Beach, CA 90806

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 54-0913440
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: Daniel R. Cooper, PE, Vice President **E-mail:** dcooper@scsengineers.com

Telephone Number: 813-804-6107 **Facsimile Number:** 813-623-6757

Name of individual who will sign the instrument on behalf of the company:
Daniel R. Cooper, PE, Vice President

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
Vice President

END

Verified by: Daniel R. Cooper, PE, Vice President Date: April 22, 2020

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

By: Dan Cooper, PE Date: April 22nd, 2020 Authorized Signature

Title: Vice President



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: SCS Engineers 3922 Coconut Palm Drive Tampa, Florida 33619 Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known***:**	**9. Award Amount,** *if known***:** $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature:  Print Name: Dan Cooper, PE Title: Vice President Telephone No.: 813-804-6710 Date (mm/dd/yyyy): 04/22/2020
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ARCHITECT - ENGINEER QUALIFICATIONS

ESCAMBIA COUNTY, FL

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Title V Compliance Reporting and GCCS Design, Construction, and Maintenance (Cantonment Florida)

2. PUBLIC NOTICE DATE	3. PROJECT NUMBER
April 8, 2020	PD 19-20.045

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Danie R. Cooper, PE, Vice President/Project Director

5. NAME OF FIRM	5a. FEDERAL EMPLOYERS'S ID (or SSN)
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers)	540913440-09

6. TELEPHONE NUMBER	7. FAX NUMBER	8. EMAIL ADDRESS
(813) 804-6710	(813) 623-6757	dcooper@scsengineers.com

C. PROPOSED TEAM

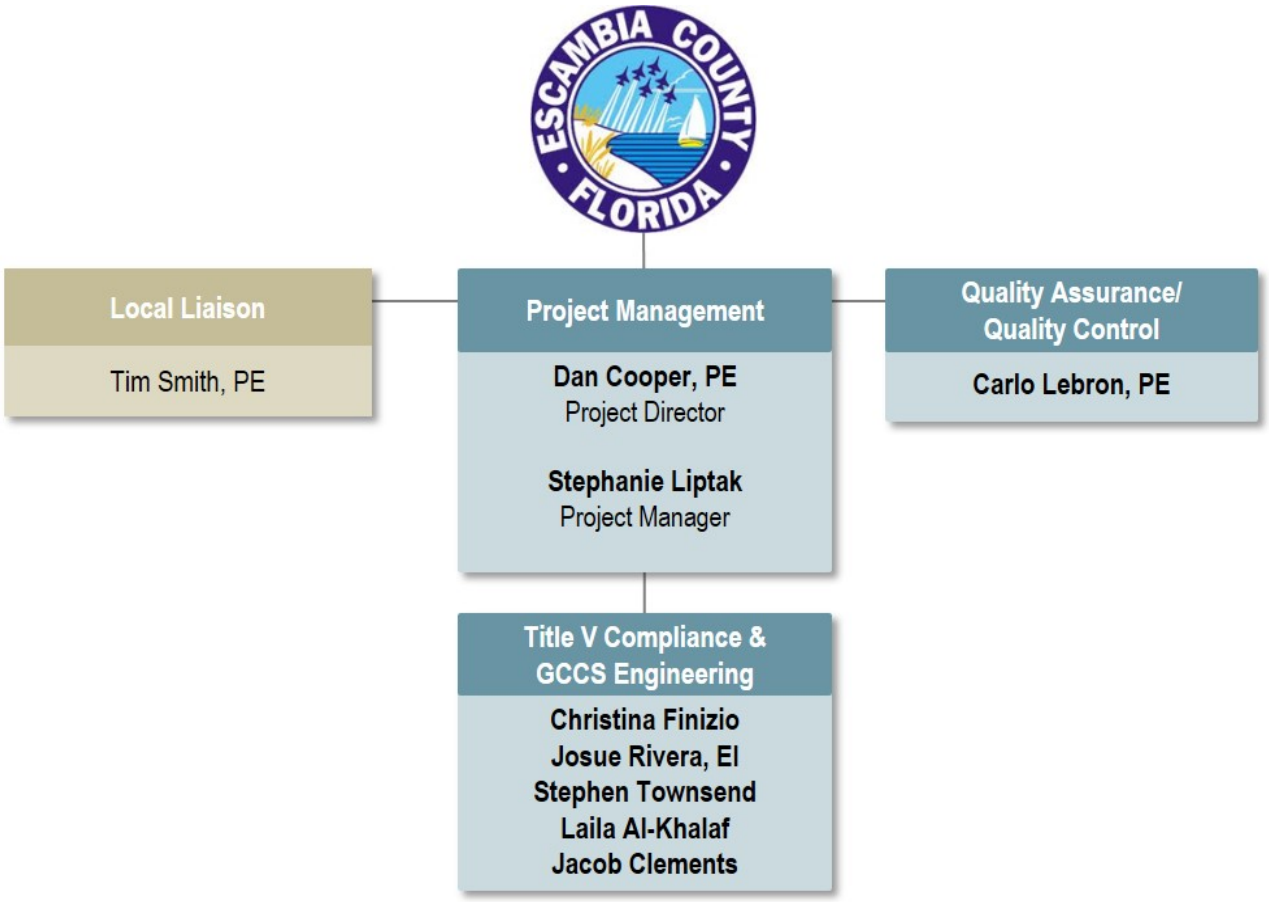
(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	ü			SCS Engineers ☐ CHECK IF BRANCH OFFICE	3922 Coconut Palm Drive Suite 102 Tampa, FL 33610	Prime Consultant
b.	ü			SCS Engineers ☐ CHECK IF BRANCH OFFICE	1 St. Louis Street Suite 1001 Mobile, AL 36602	Prime Consultant
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

Proposed Team Organization



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Dan Cooper, PE	Project Director	a. TOTAL: 26	b. WITH CURRENT FIRM: 15

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6710	813-623-6757	dcooper@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
ME, Environmental Engineering BS, Chemical Engineering	Professional Engineer - FL

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Solid Waste Association of North America, (SWANA), SWANA-Sunshine Chapter, Leader LFG Technical Division- 2012-Present

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Report monthly wellfield compliance, semi-/annual operating & emissions fee estimates, annual statement of compliance, emissions testing & GHG to ensure NSPS & Title V permit compliance. Work with regulators to resolve permit/compliance issues & request alternate timelines/operating procedures. 2 GCCS design expansions: 1 for compliance issues & underperforming wells & 1 for GCCS during landfill mining. Submitted 2018 Title V Permit Renewal App. Updated SSM Plan to include LFGTE facility & 40 CFR Part 60 Subpart XXX regs. ($608,000 since 2014, Project Director)

b.

(1) TITLE AND LOCATION *(City and State)*: Solid Waste Professional Engineering Services (Title V Compliance & GCCS Design Services), Lena Road Landfill, Manatee County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Performed Title V & NSPS compliance & reporting. Oversee semi & annual reporting for 5 years. Engineer of record for 2 large gas systems expansions in 2018 & 2020 adding 56 gas wells, 8 horizontal collectors & 10,000+ ft. of gas collection & liquids piping. Lead monthly wellfield data review & guide County on operational/infrastructure changes. Assist County with annual Title V permit renewals, engine performance & VE testing, & energy administration reporting, & budget/planning for current & future projects. ($330,541/year, Project Manager/Design Engineer)

c.

(1) TITLE AND LOCATION *(City and State)*: Landfill Gas Engineering and Compliance Consulting Services, Southeast County Landfill, Hillsborough County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1985-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

New GCCS designed to meet NSPS standards. System components include 77 new vertical extraction wells, 21 Horizontal collectors, gas collection header and laterals, new condensate traps, condensate drainage sump, new blower and flare station, system controls, back-up power generation and new facilities storage building. Permit applications completed and submitted to FDEP included Air Construction and Solid Waste Construction Permits, Title V permit modification. ($297,635/year, Project Manager/ Design Engineer)

d.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Provided Title V compliance services including monthly LFG data review and conference calls to discuss Title V and NSPS compliance. Oversaw preparation of all semi-annual and annual reporting, emissions statements and annual compliance certifications. Assisted client with budgeting and planning for current and future Title V required LFG projects. Since 2009 SCS has designed, permitted and oversaw construction of 5 separate LFG construction projects to expand and improve LFG collection system. ($26,200/year, Project Manager/Director)

e.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. (Approximately $20,000/year, Project Manager/Director)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Stephanie Liptak	Project Manager	a. TOTAL	b. WITH CURRENT FIRM
		5	5

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6738	813-623-6757	sliptak@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Environmental Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

SWANA Member, HAZWOPER Certified

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Report monthly wellfield compliance, semi-/annual operating & emissions fee estimates, annual statement of compliance, emissions testing & GHG to ensure NSPS & Title V permit compliance. Work with regulators to resolve permit/compliance issues & request alternate timelines/operating procedures. 2 GCCS design expansions: 1 for compliance issues & underperforming wells & 1 for GCCS during landfill mining. Submitted 2018 Title V Permit Renewal App. Updated SSM Plan to include LFGTE facility & 40 CFR Part 60 Subpart XXX regs. ($608,000 since 2014, Project Professional)

b.

(1) TITLE AND LOCATION *(City and State)*: Title V and GHG Compliance Services, Tomoka Farms Road Landfill, Volusia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed monthly wellfield compliance reporting, semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance, visible emissions testing and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Corresponded with regulatory agency as needed to resolve permitting and compliance issues. ($48,391/year, Project Professional)

c.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. (Approximately $20,000/year, Project Professional)

d.

(1) TITLE AND LOCATION *(City and State)*: Title V and GHG Compliance Services, Cedar Trail Landfill, Bartow, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance and greenhouse gas reporting to ensure compliance with Title V permit operating requirements. ($7,800/year, Project Professional)

e.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed monthly wellfield compliance reporting, semi-annual reporting, annual compliance certification, emissions reporting and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Corresponded with regulatory agency as needed to resolve permitting and compliance issues. Analyzed liquid levels to determine if existing wells are functional and if other modifications, such as, new wells or pump installations, could improve gas collection of the wellfield. ($26,200/year, Project Professional)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Carlo Lebron, PE	Quality Assurance/Quality Control	a. TOTAL	b. WITH CURRENT FIRM
		21	6

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6724	813-623-6757	clebron@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Environmental Engineering	Professional Engineer - FL, GA, AL, NC and PR

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Vice Director for Landfill Gas and Biogas Technical Division for SWANA

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Monthly flare operating reports to document compliance; Monthly wellfield reports to document compliance;As-needed FDEP requests for alternate procedures or alternate timelines for wellfield repairs or expansions; Documenting and coordinating GCCS maintenance required to meet Title V requirements; Updating the facility design plan; Quarterly surface emissions monitoring reports; Semi-annual monitoring reports; Annual visible emissions testing; Annual operating report and emissions fee estimate; Annual statement of compliance. ($608,000 since 2014, Project Director)

b.

(1) TITLE AND LOCATION *(City and State)*: Solid Waste Professional Engineering Services (Title V Compliance & GCCS Design Services), Lena Road Landfill, Manatee County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Performed Title V & NSPS compliance & reporting. Oversee semi & annual reporting for 5 years. Engineer of record for 2 large gas systems expansions in 2018 & 2020 adding 56 gas wells, 8 horizontal collectors & 10,000+ ft. of gas collection & liquids piping. Lead monthly wellfield data review & guide County on operational/infrastructure changes. Assist County with annual Title V permit renewals, engine performance & VE testing, & energy administration reporting, & budget/planning for current & future projects. ($330,541/year, Project Manager)

c.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Provided Title V compliance services including monthly LFG data review and conference calls to discuss Title V and NSPS compliance. Oversaw preparation of all semi-annual and annual reporting, emissions statements and annual compliance certifications. Assisted client with budgeting and planning for current and future Title V required LFG projects. Since 2009 SCS has designed, permitted and oversaw construction of 5 separate LFG construction projects to expand and improve LFG collection system. ($26,200/year, Solid Waste Director)

d.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. (Approximately $20,000/year, Project Director)

e.

(1) TITLE AND LOCATION *(City and State)*: Landfill Gas Engineering and Compliance Consulting Services, Southeast County Landfill, Hillsborough County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1985-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Title V compliance services, general engineering assistance & consultation for engineering analysis/design of leachate dewatering/removal, corrective actions, & regulatory compliance assistance. Surface emissions monitoring, semi-annual monitoring reports, annual GHG reports, & annual statements of compliance, operating reports & emissions fee estimates in accordance with NSPS & Title V permit operating requirements. Engineering assistance & consultation for leachate management at the Leachate Treatment & Reclamation Facility (LTRF) & the site. ($297,635/year, Business Unit Director

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Christina Finizio	Title V Compliance & GCCS Engineering	a. TOTAL	b. WITH CURRENT FIRM
		1	1

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6742	813-623-6757	cfinizio@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS- Environmental Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA Hazardous Waste Operations 40-Hour Training, Dale Carnegie Graduate, Solid Waste Association of North America (SWANA)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed monthly wellfield compliance reporting, semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance, and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Corresponded with regulatory agency as needed to resolve permitting and compliance issues. Analyzed liquid levels to determine if existing wells are functional and if other modifications, such as, new wells or pump installations, could improve gas collection of the wellfield. ($608,000 since 2014, Associate Professional)

b.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Prepared 2019 Title V Permit Renewal for North Dade Landfill including the permitting of a gasoline dispensing facility. ($20,000/year, Associate Professional)

c.

(1) TITLE AND LOCATION *(City and State)*: Title V and GHG Compliance Services, Cedar Trail Landfill, Bartow, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed, annual operating reporting and emissions fee estimates, and annual statement of compliance to ensure compliance with Title V permit operating requirements. ($7,800/year, Associate Professional)

d.

(1) TITLE AND LOCATION *(City and State)*: Title V and GHG Compliance Services, Tomoka Farms Road Landfill, Volusia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2019-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed monthly wellfield compliance reporting, semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance, visible emissions testing and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Corresponded with regulatory agency as needed to resolve permitting and compliance issues. ($48,391/year, Associate Professional)

e.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Little Dixie Landfill, Ridgeland, Mississippi

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ü Check if project performed with current firm

Completed gas extraction wells liquid levels analysis and assisted in 2020 gas collection and control system expansion design.($520,000 since 2005, Associate Professional)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Josue Rivera, EI	Title V Compliance & GCCS Engineering	a. TOTAL	b. WITH CURRENT FIRM
		2	2

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6703	813-623-6757	jrivera@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS- Environmental Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

N/A

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Little Dixie Landfill, Ridgeland, Mississippi

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed gas extraction wells liquid levels analysis and assisted in 2020 gas collection and control system expansion design.($520,000 since 2005, Associate Professional)

b.

(1) TITLE AND LOCATION *(City and State)*: Landfill Gas Engineering, Title V and GHG Services, Timberlands Landfill, Brewton, Alabama

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed monthly wellfield compliance reporting to ensure landfill gas extraction wells are compliant with NSPS guidelines and Title V requirements. Prepared semi-annual reports including analyzing wellfield data, yokogawa data and overall compliance during the reporting period. ($26,200/year, Associate Professional)

c.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting for Cedar Trail Landfill, Bartow, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Prepared semi-annual reporting including and review of overall compliance during the reporting period. Other work included performing quarterly gas probe monitoring and reporting. ($7,800/year, Associate Staff Professional)

d.

(1) TITLE AND LOCATION *(City and State)*: Title V and GHG Services for Steelfield Road Landfill, Panama City Beach, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Prepared semi-annual reporting including and review of overall compliance during the reporting period. ($120,000 since 2009, Associate Professional)

e.

(1) TITLE AND LOCATION *(City and State)*: Landfill Gas Engineering and Compliance Consulting Services, Hillsborough County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1975-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Prepared semi-annual reports including analyzing wellfield data, yokogawa data and overall compliance during the reporting period. ($297,635/year, Associate Staff Professional)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Stephen Townsend	Title V Compliance & GCCS Engineering	a. TOTAL	b. WITH CURRENT FIRM
		2	2

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6711	813-623-6757	stownsend@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
ME, Environmental Engineering; BS, Environmental Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

N/A

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*

Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2014-Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Provided Title V compliance services, including monthly wellfield compliance reporting, semi-annual NSPS and SSM compliance reporting. ($608,000 since 2014, Associate Staff Professional)

b.

(1) TITLE AND LOCATION *(City and State)*

Solid Waste Professional Engineering Services (Title V Compliance & GCCS Design Services), Lena Road Landfill, Manatee County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2006-Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Provided Title V compliance services, including monthly wellfield compliance reporting and semiannual NSPS and SSM compliance reporting. Other work included performing quarterly gas probe monitoring and reporting. (Approximately $330,541/year, Associate Staff Professional)

c.

(1) TITLE AND LOCATION *(City and State)*

Landfill Gas Engineering and Compliance Consulting Services, Southeast County Landfill, Hillsborough County, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
1985-Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Provided Title V compliance services, including semi-annual NSPS and SSM compliance reporting. ($297,635/year, Associate Staff Professional)

d.

(1) TITLE AND LOCATION *(City and State)*

Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2006-Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Provided Title V compliance services, including monthly wellfield compliance reporting, semi-annual NSPS and SSM compliance reporting. ($26,200/year, Associate Staff Professional)

e.

(1) TITLE AND LOCATION *(City and State)*

Title V and GHG Compliance Services, Cedar Trail Landfill, Bartow, Florida

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2005-Ongoing	N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, and annual statement of compliance to ensure compliance with Title V permit operating requirements. ($7,800/year, Associate Staff Professional)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Laila Al-Khalaf	Title V Compliance & GCCS Engineering	a. TOTAL	b. WITH CURRENT FIRM
		3	<1

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-804-6716	813-623-6757	lal-khalaf@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Tampa, Florida

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
MS, Environmental EngineeringBS, Environmental Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA Hazardous Waste Operations 40-Hour Training, Tau Beta Pi, Florida Delta Chapter- Engineering Honor Society

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Title V and GHG Compliance Services, Cedar Trail Landfill, Bartow, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, and annual statement of compliance to ensure compliance with Title V permit operating requirements. ($7,800/year, Associate Professional)

b.

(1) TITLE AND LOCATION *(City and State)*: Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: ; CONSTRUCTION *(If applicable)*:

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Report monthly wellfield compliance, semi-/annual operating & emissions fee estimates, annual statement of compliance, emissions testing & GHG to ensure NSPS & Title V permit compliance. Work with regulators to resolve permit/compliance issues & request alternate timelines/operating procedures. 2 GCCS design expansions: 1 for compliance issues & underperforming wells & 1 for GCCS during landfill mining. Submitted 2018 Title V Permit Renewal App. Updated SSM Plan to include LFGTE facility & 40 CFR Part 60 Subpart XXX regs. ($608,000 since 2014, Associate Professional)

c.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed monthly wellfield compliance reporting, semi-annual reporting, annual compliance certification, emissions reporting and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Analyzed liquid levels to determine if existing wells are functional and if other modifications, such as, new wells or pump installations, could improve gas collection of the wellfield. ($26,200/year, Associate Professional)

d.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. (Approximately $20,000/year, Associate Professional)

e.

(1) TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Little Dixie Landfill, Ridgeland, Mississippi

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed LFG data review and participated in some monthly conference calls to assure GCCS remains in compliance and efficient in between system expansions. ($520,000 since 2005, Associate Professional)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Jacob Clements	Title V Compliance & GCCS Engineering	a. TOTAL	b. WITH CURRENT FIRM
		2	1

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
813-450-5639	813-623-6757	jclements@scsengineers.com

15. FIRM NAME AND LOCATION *(City and State)*

SCS Engineers, Mobile, Alabama

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Civil Engineering	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

OSHA Hazardous Waste Operations 40-Hour Training, American Society of Civil Engineers (ASCE)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Completed monthly wellfield compliance reporting, semi-annual reporting, annual operating reporting and emissions fee estimates, annual statement of compliance, and greenhouse gas reporting to ensure compliance with NSPS and Title V permit operating requirements. Corresponded with regulatory agency as needed to resolve permitting and compliance issues. Analyzed liquid levels to determine if existing wells are functional and if other modifications, such as, new wells or pump installations, could improve gas collection of the wellfie ld. ($608,000 since 2014, Associate Professional)

b.

(1) TITLE AND LOCATION *(City and State)*: Solid Waste Professional Engineering Services (Title V Compliance & GCCS Design Services), Lena Road Landfill, Manatee County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2006-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Prepared review of landfill gas data, and annual and semi-annual reporting. Additional assistance included analyzing liquid levels of gas wells for expansion. ($330,541/year, Associate Professional)

c.

(1) TITLE AND LOCATION *(City and State)*: Landfill Gas Engineering and Compliance Consulting Services, Southeast County Landfill, Hillsborough County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1985-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Assisted Project Director and Project Manager with calculations and review of landfill data, and annual and semi-annual reporting. ($297,635/year Associate Professional)

d.

(1) TITLE AND LOCATION *(City and State)*: Gas Collection and Control System Expansion, Ponce Landfill, Ponce, Puerto Rico

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018-Ongoing; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Assisted Project Director with design of 5-year plan for landfill gas line installation and cost estimation. (Value $14,900, Associate Professional)

e.

(1) TITLE AND LOCATION *(City and State)*: Financial Responsibility Cost Estimates, Orange County Solid Waste Management Facility, Orange County, Florida

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2018; CONSTRUCTION *(If applicable)*: N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Assisted Project Director and Project Manager with calculations and future population growth estimations with respect to amount of solid waste being produced by single family dwellings, multifamily dwellings, commercial, and industrial facilities. ($44,913/ Contract, Associate Professional)

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER	21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
1	Professional Services to Provide Title V Compliance Reporting, Perdido Landfill, Escambia County, Florida	2014-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Escambia County Board of County Commissioners - Escambia County Waste Services	Pat Johnson	(850) 937-2164
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	ptjohnson@myescambia.com	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

SCS currently provides professional services for Title V Compliance Reporting at Perdido Landfill located in Escambia County, Florida, which includes preparing and submitting semi-annual NSPS reports, annual greenhouse gas reports, annual operating reports and emissions fee submittals, annual compliance certifications, and annual visible emissions testing for the flare. SCS also coordinates with FDEP on behalf of Escambia County, as needed, to resolve permitting and compliance issues that arise with operation of the GCCS.

Monthly wellfield compliance reporting is performed by SCS in accordance with the site's GCCS SOP, Title V Permit, and NSPS regulations. SCS reviews data collected from monthly wellfield monitoring and generates an email report to stakeholders summarizing the data, exceedances, and compliance issues. SCS hosts a monthly web conference with facility and gas plant personnel including the environmental manager and site technicians to discuss the monthly wellfield monitoring report, system maintenance, upcoming compliance deadlines, and methods to optimize gas collection. SCS provide an update following the meeting of any actionable items that will be addressed in the next month by the SCS, County or the Plant Operator. This constant teamwork and communication has proven to be a highly successful model for this contract.

Based on the findings from our monthly meetings and SCS' overall understanding of the GCCS, SCS is working with the County to prepare a GCCS design upgrade, which will allow for improved collection from the existing gas system, by augmenting existing infrastructure and supplement with new infrastructure where old or buried pipe are failing. SCS unique understanding allows this type of work to be done efficiently and quickly when the need arises to improve the system.

As an additional service to Escambia County, SCS maintains an electronic database of monthly wellfield monitoring data, surface emissions monitoring data, liquid level data and compliance reports. The database is directly accessible by Escambia County personnel and site technicians via a secure login to upload, review, and approve monitoring data as it becomes available.

SCS prepared and submitted the site's Title V Permit Renewal Application to FDEP via the EPSAP program in 2018 and is up to date on all permit conditions and emissions units at the site. The application included review of current emissions units and insignificant activities, preparing emission calculations for criteria pollutants emitted and updating the figures and associated attachments. SCS also provides formal request communications to FDEP for alternate operating procedures, alternate timelines and decommissioning of well, as needed. SCS prepared and submitted a GCCS Design Plan to satisfy 40 CFR Part 60 Subpart XXX and recently performed a thorough review of the site's current SSM Plan. The SSM Plan was updated to include the landfill gas to energy facility as a component of the GCCS and to incorporate Subpart XXX regulations.On-call services also provided by SCS can include flare station upgrades, landfill gas O&M related issues, GCCS operational evaluations, and other landfill gas related design and permitting services.Project Relevance: Regulatory Permitting, Reporting and Consulting, Design Services, Operations Assistance, Monitoring, Planning, and Management.

Contract Value: $608,000 since 2014



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Solid Waste Professional Engineering Services (Title V Compliance & GCCS Design Services), Lena Road Landfill, Manatee County, Florida	2006-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Manatee County	Bryan White	941-748-5543 ext. 8008
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	bryan.white@mymanatee.org	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

SCS is providing Title V and solid waste annual compliance support services for both of Manatee County's Landfills (Lena Road and Erie Road). These services include Groundwater Support, Landfill Support and Landfill Gas support including operation of the GCCS and beneficial use Landfill Gas to Energy (LFGTE) plant.

SCS also provides Manatee County with Landfill (LFG) Gas Collection and Control System (GCCS) design and construction management. SCS provides comprehensive design services including basis of design report, 60%, 90% and 100% drawing submissions, cost estimating and bid package with technical specifications. Following bid award SCS has provided construction engineering and construction oversite for two significant GCCS expansions including 81 new vertical LFG extraction wells, 8 new horizontal collector, header and lateral gas piping, new comprehensive liquids management system of air supply and dewatering forcemain, and all other valves and appurtenances. All gas expansions were designed and constructed to allow for landfall gas to energy plant to remain on line during construction. These system improvements have allowed for early collection and odor control in new cells and to deliver new gas as older cell's production decreases. SCS also implemented the installation of all new high precision wellheads to maximize methane while minimizing oxygen to the plant.

SCS's landfill gas professionals, field personnel and plant operators provide operations, maintenance and monitoring support for the landfills gas wellfield, flare system and energy plant. Our team provides quarterly methane probe monitoring and surface emissions monitroing in accordance with EPA methods and the landfill's permits. We produce the Title V reports (semiannual and annual reports), annual Greenhouse Gas reports, Department of Energy reports for the landfill gas to energy project the County owns and we perform the annual VE and performance testing for all emissions units.

Similar to Escambia County, our landfill gas team communicates with Manatee County staff on a monthly basis regarding the status of the landfill as it relates to compliance. We utilize our eTools software platform to manage the data for compliance of the landfill gas wells to ensure they are meeting the permit conditions. Lastly, for this work assignment we developed a submittal schedule, which followed the compliance dates for the County's permit and is tracked by SCS with regular updates to the County.

SCS also recently performed the design, permitting, construction engineering and construction oversite for a significant GCCS expansion including 56 new vertical LFG extraction wells, header and lateral gas piping and 8 isolation valves installed to allow system maintenance while keeping plant online. SCS also recommended the installation of all new high precision wellheads to maximize methane while minimizing oxygen to the plant.

Contract Value: $330,541/year



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Role

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*: Landfill Gas Engineering and Compliance Consulting Services, Southeast County Landfill, Hillsborough County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
1985-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Hillsborough County Public Work Department, Solid Waste Management Division	Walter Gray	(813) 272-5977 ext. 43518
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	GrayW@HillsboroughCounty.org	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

SCS has provided landfill gas engineering and Title V air compliance consulting services to Hillsborough County Solid Waste Management Division under successive continuing services contracts since 1985. SCS currently provides services for the County's Closed landfills and the Active Southeast County MSW Landfill. SCS has provided a full range of Title V and landfill gas engineering, and construction engineering services for one active and two closed MSW landfills. A partial listing of the projects completed by SCS relating to Title V and GHG compliance as well as landfill gas design, operations monitoring and maintenance and permitting services is provided below:

SCS has prepared all Title V and NSPS compliance reporting documents for the County since 2015. Reports prepared and submitted are Annual Operating Reports, Semiannual compliance reports and annual statements of compliance. SCS has fielded follow up questions with Florida Department of Environmental Protection (FDEP). SCS has also prepared the Facility's Title V permit renewal and a recent Title V operations permit modification.



SCS's engineering staff and field personnel provide County personnel assistance with operations, maintenance and monitoring support for the landfills gas wellfield and blower/flare system. Our team performs quarterly surface emissions monitoring in accordance with EPA methods and the landfill's permits. SCS also performs the annual VE and required performance testing for all emissions units.

SCS provided engineering services for the landfill's original gas system. The involved designing the entire GCCS from scratch. The resulting system that was constructed included 77 new vertical wells, 21 horizontal collectors, 5000+ feet of collection piping, Air and forcemain piping and an indoor blower system that feeds a 3000 SCFM utility flare. SCS performed the construction management and initial system start up and Title V permit modification.

Following the construction of the new GCCS SCS prepared a landfill gas (LFG) recovery feasibility analysis and performed a beneficial use analysis. SCS prepared the initial system request for proposal to solicit for bidders of a gas to energy or high BTU production facility. SCS reviewed prospective proposals and provide technical review of high BTU contract for the County.

Recently SCS performed a details GCCS analysis including a full round of liquid levels and is preparing a report to recommend GCCS upgrades to address area of low gas production or high liquids retention. SCS regularly works with the County in a monthly gas data review to identify areas of improvement and provide recommendations for upgrades or wellfield adjustments.

Contract Cost: $297,635/year

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*: Title V Compliance Services, Steelfield Road Landfill, Panama City Beach, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Bay County General Services	Glenn Ogborn	(850) 233-5053
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	gogborn@baycountyfl.gov	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The Steelfield Road Landfill is a municipal solid waste (MSW) landfill that resides on approximately 640 acres of land. The facility contains a closed Class III landfill and an active Class I landfill with Class I and Class III disposal areas. The Class I landfill area consists of two closed cells three active cells. Overall there are 162.6 acres of lanfills open and closed on site. te storage tank, but no leachate recirculation system. Leachate is transported to an advanced wastewater treatment facility.There are nine passive vents on the closed Class I and Class III cells that passively vent landfill gas (LFG) into the atmosphere.

SCS perfoms annual Title V compliance reporting at the facility as follows:

Semi-annual NSPS/SSM Reports - SCS prepares the facility's semi-annual operating reports per the requirements of the Title V permit. Since the landfill does not have an active gas collection system the reports consists of a regulatory statement and a compliance table made up of the conditions from the Title V operations permit. The reports are prepared in accordance with as required by 40 CFR 60.757(f) and the site's Title V permit.

Annual Operating Report - SCS completes all calculations and gathers waste disposal data necessary for completion of the annual operating report. SCS prepares the calculations and uploads all data to the Florida Department of Environmental Protection's Electronic Annual Operating Report (EAOR) software. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants.

Annual Emission Estimate and Fee Calculations - Based on the site operations data and the Title V requirements, SCS reviews the emissions fee estimate generated by the EAOR software for accuracy and submits the annual emission fee on behalf of Bay County.

Annual Title V Statement of Compliance - SCS reviews the site's Title V permit and prepares the statement of compliance that documents the compliance status for the various permit conditions. SCS prepares this report based on knowledge of site operations, discussions with landfill personnel, and a review of records requested from the County. SCS reviews the operational data, provides a summary of deviations, if any, from the applicable requirements, and summarizes steps that were required to regain compliance when applicable.

SCS has perfomed the services dscribed above on an annual basis for Bay County since 2011. SCS has also has prepared two Title V permit renewals and performed two Tier II tests including sampling and reporting during this time.

Contract Value: $120,000/since 2009



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Miami-Dade County Department of Solid Waste Management	Mr. German Hernandez, P.G.	(305) 514-6672
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	German.hernandez@miamidade.gov	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

SCS has been providing Title V reporting and LFG control system services to the Miami-Dade Public Works and Waste Management Department since 2013 at the North Dade Landfill, South Dade Landfill, Old South Dade Landfill, and the N.W. 58th Street Landfill.

SCS performs all wellfield related operations at all four of the County's landfills on a monthly basis. This includes the following services:

- LFG wellfield tuning & balancing
- Flare Testing
- LFG system preventative maintenance
- Surface emissions scanning and reporting
- Perimeter probe monitoring and reporting
- LFG Collection & Control System repairs
- LFG Collection & Control System non-routine expansions



SCS has prepared all Title V and NSPS compliance reporting documents for the County on an annual basis since 2013. Reports prepared and submitted are Annual Operating Reports, Semiannual compliance reports and annual statements of compliance. SCS has prepared responses to Florida Department of Environmental Protection (FDEP) request for additional information and has met with FDEP on behalf of the County. SCS prepared several Title V permit renewal applications and has permitted two new flares, a gasoline filling facility and an enclosed flare for the County.

SCS has assisted the County in designing of future GCCS expansions and meets with the county regularly to discuss ongoing gas system operations issues and system improvements.

SCS has performed significant system improvements on a non-routine basis. These improvement have included, flare installations, wellfield piping repairs, extraction well repairs, leachate system tie-in repairs and many other smaller tasks at the County's request.

Contract Value: $20,000/year

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2006-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
BFI Waste Systems of AL, LLC	Michael Guy	(904) 591-3086
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	mguy@republicservices.com	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Timberlands Landfill is a 246-acre site owned and operated by BFI Waste Systems of Alabama, LLC (BFI) and located in Escambia County, Alabama. SCS provides comprehensive Title V compliance and landfill gas engineering, consulting, and operations, maintenance, and monitoring services at Timberlands Landfill. Services provided by SCS range from Title V Annual reporting to leachate evaporator permitting and design. The landfill's comprehensive GCCS is expanded on an annual or semi-annual basis per regulatory requirement. A sample of the projects and work completed are provided below:

- SCS has performed the Title V compliance reporting for the Timberlands landfill since 2006. SCS prepares semiannual new source performance standard (NSPS) reports, Annual Compliance Statements and annual emissions calculations. These reports are delivered to the Alabama Department of Environmental management (ADEM) and Region 4 of the Federal Environmental Protection Agency.
- SCS has been responsible for multiple GCCS expansion design and construction quality assurance projects that include construction of over 100 vertical LFG extraction wells, 10 horizontal collectors, and over 30,000 feet of header, lateral, air and condensate piping.
- SCS has provided permitting and as-built document preparation for GCCS expansions in 2009, 2010, 2012, 2013, 2015, 2018, 2019 and 2020.
- SCS prepared the 2012 and 2017 Title V operation permit renewal for Timberlands including all required engineering calculations and rule applicability determinations.
- SCS has performed construction quality assurance and field engineering services for the last eight GCCS expansions. SCS prepares final construction closeout documentation and certification packages as well as oversees all final testing and performance demonstrations at the conclusion of each construction event.
- SCS prepares detail monthly wellfield compliance analysis correspondences and oversees monthly Title V compliance and operations conference calls to discuss current Title V GCCS operations, liquids management issues and overall GCCS performance.
- SCS has prepared and submitted GHG reports annually for Timberlands Landfill for 2010 to 2019.

Contract Value: $26,200/year



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Title V and GHG Compliance Services, Cedar Trail Landfill, Bartow, Florida	2005-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Republic Services of Florida, Ltd.	Randy Sherman, PG	(904) 342-4471
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	GSherman@republicservices.com	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

The Cedar Trail Landfill is a permitted facility solid waste landfill consisting of existing Class III landfill areas and a Class I landfill area. The Class I landfill area consists of eight Class I solid waste landfill cell , and miscellaneous associated landfill operations, such as leachate storage tanks and yard waste handling areas. The waste permitted to be accepted in the Class I landfill includes waste classified as municipal solid waste (MSW). The total design capacity across the landfill is 10.1 million megagrams. The facility includes a permitted, but unistalled landfill gas utility flare and 3 installed solar spark landfill gas flares.

As the primary Title V and Landfill Gas cunsultant for the site SCS provides Title V compliance services, Perimeter probe monitroing, GCCS design and non-routine Operations and construction assistance.

Semi-annual NSPS/SSM Reports - SCS prepares the facility's semi-annual operating reports per the requirements of the Title V permit. Since the landfill does not have an active gas collection system the reports consists of a regulatory statement and a compliance table made up of the conditions from the Title V operations permit.

Annual Operating Report Fee estimate - SCS completes all calculations and gathers waste disposal data necessary for completion of the annual operating report. SCS prepares the calculations and uploads all data to the Florida Department of Environmental Protection's Electronic Annual Operating Report (EAOR) software. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants. SCS reviews the emissions fee estimate generated by the EAOR software for accuracy and provides the emissions fee invoice for submittal by Republic.

Quaterly Probe Monitoring - SCS perfoms the gas monitroing of the landfills perimeter probes per the facility's solid waste permit and pprepares a report for submittal to FDEP.

Annual Title V Statement of Compliance - SCS reviews the site's Title V permit and prepares the statement of compliance that documents the compliance status for the various permit conditions. SCS prepares this report based on knowledge of site operations, discussions with landfill personnel, and a review of records requested from Republic. SCS reviews the operational data, provides a summary of deviations, if any, from the applicable requirements, and summarizes steps that were required to regain compliance when applicable.

Non- Routine Operations and Maintanecne - SCS provides Republic with the field staff necessary to perfom reapirs to existing infrastrutrue when needed. SCS has perfomred landfill gas fingerprinting, tiki torch procurement and installation and most recently the design of 5 new horizontal collectors and interconneted piping. SCS has also prepared an air construction permit for the site's flare that will be installed in 2021.

Contract Value: $7,800/year



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 8

21. TITLE AND LOCATION *(City and State)*: Title V and GHG Compliance Services, Tomoka Farms Road Landfill, Volusia County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2019-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Volusia County Division	Jennifer Stirk	(386) 947-2952
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	jstirk@volusia.org	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

SCS currently provides professional services for Title V Compliance Reporting at Tomoka Farms Road Landfill located in Volusia County, Florida. The Tomoka Farms road landfill is subject to 40 CFR Part 60 Subpart XXX. SCS' work includes preparing and submitting semi-annual NSPS reports, annual greenhouse gas reports, annual operating reports and emissions fee submittals, annual compliance certifications, and annual visible emissions testing for the flare. SCS also coordinates with FDEP on behalf of Volusia County, as needed, to resolve permitting and compliance issues that arise with operation of the GCCS.

Volusia County's in house technician performs the monthly wellfield compliance readings and provide the data to SCS via eTools upload. SCS reviews the data for compliance and provides a monthly e-mail to recommend to the County wellhead adjustments that can be made to improve the gas quality and flow while still maintaining compliance. SCS communicates with the technician if any wells were not monitored or if re-checks to the wellfield are required due to exceedant readings.

As an additional service to Volusia County, SCS maintains an electronic database of monthly wellfield monitoring data, surface emissions monitoring data, liquid level data and compliance reports. The database is directly accessible by Volusia County personnel and site technicians via a secure login to upload, review, and approve monitoring data as it becomes available.

SCS prepared and submitted several Title V permit applications and renewals for this site under prior contracts. SCS also worked with the energy developer that was onsite to report engine emissions on an annual basis. Most recently, SCS received for the developer an air construction permit to construct three landfill gas to energy engines.

SCS works closely with County personnel to communicate when a gas well may need a n alternate timeline or alternate operating procedure submitted for an underperforming well or a wellhead with a consistent temperature exceedance that cannot be mitigate. SCS has submitted several request on behalf of Volusia County for alternate procedures and has received approval of all requests submitted, allowing the County to continue operations without having to worry about ongoing exceedances.

SCS is currently working with the County to kick off a GCCS evaluation where SCS will collect data and design information from the wellfield and perform and analysis then recommend improvements to the GCCS that will enhance collection while assuring compliance in the future.
Project Relevance: Regulatory Permitting, Reporting and Consulting, Design Services, Operations Assistance, Monitoring, Planning, and Management.

Contract Value: $48,391/year

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Title V Reporting and NSPS Compliance Services, Salem Landfill, Opelika, Alabama	2009-Ongoing	N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Waste Away Group, Inc.	Nathan Prickett	(334) 524-8136
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	npricketwm.com	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

SCS has been providing landfill gas (LFG) control system services to the Salem Landfill in Opelika, Alabama for Waste Away Group, Inc. since 2009. SCS perfoms annual Title V compliance reporting at the facility as follows:

Semi-annual NSPS/SSM Reports - SCS prepares the facility's semi-annual operating reports per the requirements of the NSPS rules and Title V permit. Compile wellfield data for report tables. SCS reviews the surface emissions monitoring reports and all correspondence with AMED for inclusion in the report. The report is prepared in accordance with 40 CFR 60.757(f).

Annual Operating Report - SCS completes all calculations and gathers waste disposal data necessary for completion of the annual operating report. SCS prepares the calculations and uploads all data to the Alabama Emissions reporting software. This includes the reporting of emission unit actual operating information for the past year and a calculation of the annual emissions of criteria air pollutants.

Annual Emission Estimate and Fee Calculations - Based on the site operations data and the Title V requirements, SCS reviews the emissions fee estimate generated by ADEM software for accuracy and submits the invoice for submittal to ADEM.

Annual Title V Statement of Compliance - SCS reviews the site's Title V permit and prepares the statement of compliance that documents the compliance status for the various permit conditions. SCS prepares this report based on knowledge of site operations, discussions with landfill personnel, and a review of records requested from the landfill. SCS reviews the operational data, provides a summary of deviations, if any, from the applicable requirements, and summarizes steps that were required to regain compliance when applicable.

Contract Value: $20,000/year



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 10

21. TITLE AND LOCATION *(City and State)*: Title V Reporting, NSPS Compliance & GCCS Design Services, Little Dixie Landfill, Ridgeland, Mississippi

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2005-Ongoing	Multiple

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
BFI Waste System of Mississippi	Michael Guy	(904) 591-3086
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	mguy@republicservices.com	N/A

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Little Dixie Landfill is a 165-acre landfill owned and operated by BFI Waste Systems of Mississippi, LLC and located in Ridgeland, Mississippi. SCS provides comprehensive Title V compliance and landfill gas engineering, consulting, and operations, maintenance, and monitoring (OM&M) services at Little Dixie Landfill. Services provided by SCS range from Title V Annual reporting to GCCS expansion design and Energy plant siting studies. The landfill's comprehensive GCCS is expanded on an annual or semi-annual basis per regulatory requirement. A sample of the projects and work completed are provided below:

- SCS has performed the Title V compliance reporting for the Little Dixie landfill since 2006. SCS prepares semiannual new source performance standard (NSPS) reports, Annual Compliance Statements and annual emissions calculations. These reports are delivered to the Mississippi Department Environmental Quality (MDEQ) and Region 4 of the Federal Environmental Protection Agency as appropriate.

- SCS has been responsible for multiple GCCS expansion design and construction quality assurance (CQA) projects that include construction of over 80 vertical LFG extraction wells, 2 horizontal collectors, and over 10,000 feet of header, lateral, air and air and condensate piping.

- SCS has provided permitting and as-built document preparation for GCCS expansions in 2009, 2010, 2012, 2013, 2015, 2016, 2018 and 2020.

- SCS prepared the 2013 Title V operation permit renewal for Little Dixie including all required engineering calculations and rule applicability determinations.

- SCS has performed construction quality assurance and field engineering services for the last eight GCCS expansions. SCS prepares final construction closeout documentation and certification packages as well as oversees all final testing and performance demonstrations at the conclusion of each construction event.

- SCS prepares detail monthly wellfield compliance analysis correspondences and oversees monthly Title V compliance and operations conference calls to discuss current Title V GCCS operations, liquids management issues and overall GCCS performance.

- SCS has prepared and submitted GHG reports annually for Little Dixie Landfill for 2010 to 2019.

Contract Value: $520,000/ Since 2005



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	SCS Engineers	Tampa, FL	Prime

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Dan Cooper, PE		X	X	X	X	X	X	X	X	X	X
Stephanie Liptak		X	X	X	X	X	X	X	X	X	X
Carlo Lebron, PE		X	X	X	X	X	X	X	X	X	X
Christina Finizio		X	X	X	X	X	X	X	X	X	X
Josue Rivera, EI		X	X	X	X		X	X			X
Stephen Townsend		X	X	X	X	X	X	X		X	X
Laila Al-Khalaf		X	X	X		X	X	X		X	X
Jacob Clements		X			X				X		

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Professional Services to Provide Title V Compliance Reporting,Perdido Landfill,Escambia County,Florida	6	Title V Reporting, NSPS Compliance & GCCS Design Services, Timberlands Landfill, Brewton, Alabama
2	Solid Waste Professional Engineering Services (Title V Compliance & GCCS Design Services), Lena Road Landfill, Manatee County, Florida	7	Title V and GHG Compliance Services, Cedar Trail Landfill, Bartow, Florida
3	Landfill Gas Engineering and Compliance Consulting Services, Southeast County Landfill, Hillsborough County, Florida	8	Title V and GHG Compliance Services, Tomoka Farms Road Landfill, Volusia County, Florida
4	Title V Compliance Services, Steelfield Road Landfill,Panama City Beach, Florida	9	Title V Reporting and NSPS Compliance ServicesSalem Landfill, Opelika, Alabama
5	Title V Reporting, NSPS Compliance & GCCS Design Services, Miami-Dade County, Florida	10	Title V Reporting, NSPS Compliance & GCCS Design Services, Little Dixie Landfill, Ridgeland, Mississippi

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH SHEETS AS NEEDED.

The Letter of Interest provides relevant qualifications of the proposed SCS team for the Title V Compliance Reporting and GCCS Design, Construction, and Maintenance contract, including our experience on Air Operations Permit and Air Construction Permit requirements for the Perdido Landfill to operate and maintain the GCCS. Taking all of this information into account will clearly show the advantages Escambia County will obtain by selecting the SCS team.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
Daniel Cooper	April 23, 2020

33. NAME AND TITLE

Daniel R. Cooper, PE, Vice President/Project Director

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Stearns, Conrad, and Schmidt Consulting Engineers, Inc. (SCS Engineers)

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9
EXHIBIT: A	Scope Of Work	
EXHIBIT: B	Fee Estimate (includes scheduled frequency of worked performed)	

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Stearns, Conrad, and Schmidt Consulting Engineers, Inc. (SCS Engineers), a for-profit corporation authorized to transact business in the State of Florida, whose address is, 3922 Coconut Palm Drive, Suite 102, Tampa Florida 33619 and whose Federal tax identification number is 54-0913440 (hereinafter referred to as the "Consultant").

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Stearns, Conrad, and Schmidt Consulting Engineers, Inc. (SCS Engineers) is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean Pat Johnson ,Waste Services Director. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 19-20. 45, Title V Compliance Reporting and GCCS Design, Construction, and Maintenance.

ARTICLE 2
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 2020/2021/2022 in the amount of Two Hundred Fifty-Six thousand, Four Hundred twenty-eight dollars . ($256,428.00).

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3
SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 19-20. 45, Title V Compliance Reporting and GCCS Design, Construction, and Maintenance, and as represented in the Consultant's Letter of Interest response to PD 19-20. 45, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $TBD.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4
TIME FOR PERFORMANCE

4.1 The schedule (frequency) for performance of and completion of the Consultant's services shall be in accordance with the listing at the bottom pf Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5
COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "B," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Two Hundred Fifty Six thousand, Four Hundred twenty eight dollars . ($256,428.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "B" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.
(b) Living expenses in connection with travel and any other travel expenses.
(c) Long distance communications and other miscellaneous budget expenses.
(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Stearns, Conrad, and Schmidt Consulting Engineers, Inc.
(SCS Engineers)
3922 Coconut Palm Drive, Suite 102,
Tampa Florida 33619
Attention : Stephanie Liptak

(d) Invoices to the County shall be sent to

Waste Services
13009 Beulah Road
Cantonment, Florida 32533
Attention : Pat Johnson

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591
Attention : Janice Gilley

ARTICLE 6
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7
COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probing's, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8
CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9
GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all

public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The

limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Lawrence A. Gordon, Purchasing Specialist, Office of Purchasing, 213 S. Palafox Place, 2ed Floor, Room 11.301 Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), signing by and through its Carlo F. Lebron, Vice President, duly authorized to execute same.

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

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (d/b/a SCS Engineers), a Florida Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Carlo F. Lebron, Vice President

By: _____
Secretary

Date: _____

Exhibit “A” Scope of Work and “B” Schedule

May 21, 2020
File No. 090176220

Mr. Lawrence A. Gordon
Escambia County - Purchasing Specialist
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

Subject: Scope of Work
Professional Services to Provide Title V Compliance Services for Perdido Landfill
Solicitation Identification Number PD 19-20.045

Dear Mr. Gordon:

Escambia County has a goal of maintaining continuous compliance with all regulations and air permits for their landfill. By reviewing the information package provided for the above solicitation and our understanding of the existing project, SCS has identified and prepared the following scope of work. The scope of work presented in this document will be undertaken for the duration of the contract with Escambia County (County), which is expected to last for two years beginning in October 2020 and ending September 2022.

PROJECT APPROACH

SCS understands the complexity of this project and recognizes the interdependency of the landfill-gas-to-energy (LFGTE) facility, landfill operations, and Title V regulatory compliance. The following provides SCS's technical approach to supporting the County in daily achievement of maximizing gas flow and quality to the LFGTE facility, minimizing impact to on-going landfilling operations, and operating the Gas Collection and Control System (GCCS) to achieve these goals while maintaining the operational and reporting requirements of Title V and New Source Performance Standards (NSPS).

Task 1 – Monthly Data Review

Federal and state regulations require the collection, reporting, and storage of large amounts of landfill gas (LFG) data and records. To handle this myriad of data, SCS developed and will continue to utilize on this project, the SCSetools® module. SCSetools®, currently implemented at over 500 sites across the country – including Perdido Landfill, is a user-friendly, secure, web-based database that facilitates capture and utilization of wellfield monitoring data. Following collection, the data is available for wellfield, compliance, and document management.

Because landfills are dynamic, knowing how the LFG system changes over time is important for maximizing collection efficiency and operation. SCSetools® includes trend analysis, anomaly investigation, mapping, and reporting. Each well, or series of wells, can be pre-programmed for trigger points using user-specified conditions, or standard regulation parameters. User customized reports are also generated to meet regulatory requirements and user needs.

Utilizing these features on SCSetools®, SCS will review the LFG data collected by the County's technician or contracted O&M consultant to confirm compliance with the operational requirements of the NSPS and Standard Operating Procedures (SOP) established for the facility. Wellfield exceedances will be tracked to allow appropriate corrective actions to be implemented within 5 days, and follow-up readings for wellfield exceedance corrections to be documented within 15 days. If compliance cannot be achieved within these timeframes, alternate procedures or alternate timelines for wellfield repairs and/or system expansions will be suggested for submittal to Florida Department of Environmental Protection (FDEP).

SCS will look for trends that could indicate potential problems with the system or a need to change the way in which the wellfield is operated. This proactive review is consistent with our understanding of the County's desire to regularly review the GCCS operations from an engineering perspective to avoid future potential compliance issues.

After a thorough review of monthly wellfield data, SCS will provide a monthly wellfield monitoring report via e-mail by the 20th day of the month that will include current exceedances observed at the site, recommendations for maximizing LFG collection and a spreadsheet with running wellfield data. SCS will host monthly wellfield review meetings via web-conferencing to review with the County and GCCS operations personnel the monthly wellfield monitoring report, follow-up remedial activities, upcoming Title V reporting deadlines, on-going site activities, and other miscellaneous items. This will provide open communication for project stakeholders, and a review/preview of landfill, LFGTE facility, and GCCS activities.

SCS will also provide a monthly meeting summary package after monthly wellfield review meetings, which will include a current action items list discussing topics covered during the monthly meeting and an annotative site plan outlining current exceedances, compliance deadlines and other on-going site activities.

Report Submittal

Milestones

- Monthly landfill gas monitoring and rechecks by the 15th of each month

Deliverables

- Monthly landfill gas monitoring report by the 20th of month following monitoring
- Monthly meeting summary package following monthly meetings

Task 2 – Semiannual NSPS and SSM Reports

SCS will prepare the semiannual reports required by 40 CFR 60.757(f) and the site's Title V permit. The semiannual reports will include the following information:

- Value and length of time for exceedances of applicable monitoring parameters.
- Documentation of GCCS maintenance, remediation, and system expansion to meet the Title V 5/15/120 day regulatory correction of wellfield exceedances.
- A summary of FDEP requests and responses as relates to the GCCS operations for the reporting period.

- Description and duration of periods when the control device was not operating for a period exceeding one hour and the length of time the control device was not operating.
- List of periods when the collection system was not operating in excess of five days.
- Description and duration of periods when the gas stream was diverted from the control device through a bypass line, and/or to the LFGTE facility.
- The location of each exceedance of the 500 parts per million (ppm) surface emission criteria, and documented in the quarterly surface emissions monitoring reports provided by the County's technician or contracted O&M consultant.
- If the GCCS is expanded, a diagram of the collection system showing the wells and collectors, including the areas excluded from collection and the areas into which the system will be expanded in the future.

Wellhead Monitoring Data

Exceedances of the regulatory criteria for wellhead pressure, oxygen concentration, and wellhead temperature will be listed and explained, if necessary. This portion of the report will be based on the monthly LFG data obtained by the County's technicians.

Control Device Operation

SCS will examine records of control device operation and summarize downtime for the GCCS per 40 CFR 60.757(f)(3) and (4). If applicable to the site, SCS will address any times when LFG is diverted from the flare to the LFGTE facility. The report will also state that the blower flare station (BFS) is not configured to allow diversion of the gas stream to the atmosphere. We will also review site records to confirm that there were no occasions when the flare was offline while the blowers were in operation.

Surface Emissions Monitoring

SCS will summarize the results of the surface emissions monitoring conducted during the semiannual period. If exceedances of the 500 ppm of methane surface emission criteria were measured, SCS will provide a description of the remedial actions undertaken by the County and the results of the rechecks.

GCCS Expansion

If applicable, SCS will provide a description of any GCCS expansions constructed during each semiannual period. SCS will include an updated site plan for the GCCS in the report.

Report Submittal

SCS will provide one draft copy of the semiannual report for the County's review, fourteen (14) days (or sooner) prior to the final submittal dates outlined below. Upon receipt of County comments and finalization of reports, SCS will submit the reports to FDEP via e-mail in Adobe Acrobat format and a hardcopy will also be submitted to the County for recordkeeping. The reports will be signed and sealed by a Florida Professional Engineer. We will also upload the document to the project site's SCSetools® portal.

Milestones

- FDEP submittal of semiannual reports prior to January 30, 2021, July 30, 2021, January 30, 2022 and July 30, 2022 as required

Deliverables

- Draft copy of semiannual report 14 days prior to due date
- Final copy of semiannual reports

Task 3 – Annual Title V Statement of Compliance

SCS will review the site's Title V permit and prepare a statement of compliance that documents the compliance status for the various permit conditions. We will prepare this report based on our knowledge of site operations, discussions with County personnel, and a review of records that we will request from the County. SCS will review the operational data and provide a summary of deviations, if any, from the applicable requirements and summarize steps that were or will be taken to regain compliance.

Report Submittal

SCS will provide one draft copy of the Title V statement of compliance for the County's review, fourteen (14) days (or sooner) prior to the final submittal dates outlined below. Upon receipt of County comments, SCS will finalize the statement and submit to FDEP via e-mail in Adobe Acrobat format and a hardcopy will be submitted to U.S. Environmental Protection Agency (EPA) Region 4. We will also submit a hardcopy of the report to the County for recordkeeping and upload the document to the project site's SCSetools® portal.

Milestones

- FDEP and EPA submittal of statement of compliance reports prior to March 1, 2021 and March 1, 2022 as required

Deliverables

- Draft copy of statement of compliance reports 14 days prior to due date
- Final copy of statement of compliance reports

Task 4 – Annual Operating Report and Emission Estimate

SCS will prepare the annual operating report (AOR) and emission fee statement, which are described below:

- Annual operating report. This includes the reporting of emission unit's actual operating information for the past year and calculations of the annual emissions of criteria air pollutants.

- Emission Fee Statement. SCS will provide documentation for the County's payment of fees based on the level of actual air emissions in the reporting calendar year that are calculated in the eAOR.

Annual Operating Report and Title V Emission Fee

For the AOR, SCS will obtain information from the County that is relevant to the operation of the emission units listed in the Title V permit. Air emission factors will be obtained from past reports, site permits, or the U.S. EPA's *Compilation of Air Pollutant Emission Factors*, commonly known as AP-42. Using this information, SCS will calculate the estimated actual emissions from the permitted emission units and supply this information in the required report form. Information will be entered into the FDEP eAOR software program as required.

Report Submittal

SCS will provide one draft copy of the AOR for the County's review no later than fourteen (14) days prior to the final submittal dates outlined below. Upon receipt of County comments, SCS will finalize the eAOR and submit the applicable documents electronically for County's Responsible Official electronic signature and submittal to FDEP. Submittal of the eAOR will generate the Title V Emission Fee invoice for County review before SCS pays the fee on behalf of the County. We will also submit the report via e-mail in Adobe Acrobat format to the County and upload the document to the project site's SCSetools® portal.

Milestones

- FDEP submittal of AOR prior to April 1, 2021 and April 1, 2022 as required

Deliverables

- Draft copy of AOR 14 days prior to due date
- Final copy of AORs

Task 5 – Greenhouse Gas Reporting

SCS will provide the applicable Greenhouse Gas (GHG) reporting with the following tasks:

- Data Compilation
  - Review and compile waste disposal data for Perdido Landfill from January through December of the reporting year.
  - Review and compile engine use data for stationary engines onsite from January through December of the reporting year.
- Data Calculations and Reporting
  - Enter data into EPA GHG calculation spreadsheets or into the SCS-generated GHG calculation spreadsheets.
  - Enter data from all calculations into EPA's electronic reporting system (e-GGRT).
- Reporting
  - Generate summary report for the County's records, which includes data and backup calculations.

Report Submittal

SCS will provide one draft copy of the GHG report for the County's review, fourteen (14) days prior to the final submittal dates outlined below. Upon receipt of County comments, SCS will finalize and submit the applicable documents electronically for submittal to EPA. We will also submit the report via e-mail in Adobe Acrobat format to the County and upload the document to the project site's SCSetools® portal.

Milestones

- EPA submittal of GHG report prior to April 1, 2021 and April 1, 2022 as required

Deliverables

- Draft copy of GHG report 14 days prior to due date
- Final copy of GHG report

Task 6 - FDEP Coordination and Correspondence

At times, the County may request that SCS prepare correspondence for submittal to FDEP, such as requests for alternate procedures or alternate timelines for wellfield repairs or expansions. This may also include requests for operating variances and responses to requests for additional information. SCS will communicate with FDEP on the County's behalf should any issues arise from site inspectors.

Task 7 – Visible Emissions Testing

SCS will coordinate with the County and the LFGTE facility to ensure that FDEP is notified of testing at least 15 days prior to testing and also to coordinate test results submittal within 45 days after testing. SCS will conduct visible emissions (VE) testing of the flare in accordance with the site's Title V permit, U.S. EPA Method 22 and recent U.S. EPA determinations. SCS personnel will complete the necessary forms and document observations of opacity.

Report Submittal

SCS will provide one draft copy of the visible emissions report for the County's review, fourteen (14) days prior to the final submittal dates outlined below. Upon receipt of County comments, SCS will finalize the report and submit to FDEP via e-mail in Adobe Acrobat format. We will also submit a hardcopy of the report to the County for recordkeeping and upload the document to the project site's SCSetools® portal.

Milestones

- FDEP submittal of VE test prior to September 30, 2021 and September 30, 2022 as required

Deliverables

- Draft copy of VE test 14 days prior to due date

- Final copy of VE test

Task 8 – Liquid Level Analysis

SCS recommends that the County perform liquid level measurements of the wellfield at a minimum of once per year. SCS will coordinate with SCS Field Services to perform a full liquid level event annually that will include pump cleaning, noting status of pump and obtaining liquid levels from all wells. After each round of liquid level measurements, SCS will request the most recent topography map of the site from the County. Upon receipt of all data, SCS will compile the information into SCS's site-specific liquid level spreadsheet containing as-built data, liquid level measurements and current elevations of the LFG extraction wells for analysis of the wellfield.

Report Submittal

SCS will provide results of each liquid level event in Adobe Acrobat format with recommendations to improve well performance, lower overall liquids in the landfill and maximize LFG collection.

Milestones

- SCS Field Services perform an annual liquid level event prior to July 31, 2021 and July 31, 2022 as required

Deliverables

- Liquid level analysis including status of each well and recommendation to maximize LFG collection

Task 9 – 5-year GCCS Annual Phasing Plan Update

SCS will prepare an update to the annual five-year GCCS phasing plan to address integration of current and projected landfilling operations with GCCS operational issues and recommendations for system repairs, modifications, upgrades, etc. The updated plan will also be coordinated with any major GCCS system expansion construction scope. The County will provide SCS with current fill sequencing plans and the GCCS sequencing plans will be incorporated into those drawings. SCS will provide a drawing package with recommendations for system repairs, upgrades, etc. to the County for review. Upon receipt of County comments, SCS will finalize the drawings and submit to the County via e-mail in Adobe Acrobat format.

This work may be conducted during 2021 or 2022 depending on current and future sequencing and filling operations.

Task 10 – Landfill Gas Consulting Services

During the course of this contract, there will come instances when the county needs consulting services for maintenance and compliance of the GCCS. Under this task, SCS will provide engineering assistance that is not specifically addressed in the tasks above. Work that may be performed can include:

- Flare station design, maintenance, upgrades, and permitting

- GCCS expansion and future design
- Landfill operators LFG training
- LFG technician O&M training
- Health and safety training
- Wellfield tuning and operations
- Surface emission monitoring
- Confined space entry
- Odor control systems design
- LFG gas samplings and analysis
- GCCS operational evaluations, consulting with the County on leachate dewatering of vertical extraction wells, troubleshooting vacuum and gas quality issues. (over and above Task 1-Monthly Data Reviews)
- Other LFG related design, operational, and permitting services as requested.

Prior to execution of any of the above task services, a detailed project scope and fee proposal shall be prepared and executed before commencement of work services.

Sincerely,





Stephanie M. Liptak
Project Professional
SCS Engineers

Daniel R. Cooper, P.E.
Vice President
SCS Engineers

SML/DRC

Encl. Attachment 1 - Manpower and Fee Estimate

Exhibit “C” Fee Proposal

ATTACHMENT 1 - MANPOWER AND FEE ESTIMATE
SCS Tampa - Fee Schedule through 09/30/2022
Escambia County, Perdido Landfill, Cantonment, FL

	Tasks (Hours)										Total	Rate	Total
Personnel	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**(hours)**	**($)**	**($)**
Principal	0.0	4.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	250	2,000
Project Director	140.0	4.0	2.0	4.0	4.0	0.0	2.0	8.0	8.0	80.0	252.0	202	50,904
Senior Project Advisor	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	200	0
Senior Project Manager	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	6.0	180	1,080
Project Manager	0.0	8.0	4.0	2.0	4.0	0.0	0.0	0.0	5.0	50.0	73.0	165	12,045
Senior Project Professional	230.0	32.0	12.0	8.0	20.0	24.0	0.0	22.0	13.0	100.0	461.0	145	66,845
Project Professional	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	60.0	62.0	119	7,378
Staff Professional	254.0	128.0	28.0	28.0	40.0	55.0	16.0	36.0	27.0	80.0	692.0	105	72,660
Senior Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	108.0	0.0	20.0	128.0	93	11,904
Designer	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	60.0	76.0	105	7,980
Construction Superintendent	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100	0
Associate Staff Professional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	40.0	94	3,760
Designer/Drafter	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	60.0	93	5,580
Technician	0.0	0.0	0.0	0.0	0.0	0.0	0.0	108.0	0.0	0.0	108.0	79	8,532
Secretarial/Clerical	24.0	8.0	8.0	4.0	4.0	0.0	0.0	0.0	4.0	20.0	72.0	80	5,760
Subtotal Labor (hours)	648.0	184.0	56.0	48.0	72.0	85.0	20.0	282.0	73.0	570.0	2,038.0		
Subtotal Labor ($)	90,220	21,848	6,884	6,058	8,888	10,335	2,322	27,162	9,161	73,550			256,428
Reimbursables	0	0	0	0	0	0	0	0	0	0			0
G&A, 5 percent subcontractors													
Total Lump Sum Fee Estimate	**$90,220**	**$21,848**	**$6,884**	**$6,058**	**$8,888**	**$10,335**	**$2,322**	**$27,162**	**$9,161**	**$73,550**			**$256,428**

Notes:

Task 1 - Monthly Data Review	Lump Sum by percent complete of Task Fee : 1/24th per month
Task 2 - Semiannual NSPS and SSM	Lump Sum by percent complete of Task Fee, 2 reports per year for 2 years
Task 3 - Annual Title V Statement of Compliance	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 4 - AOR & Emissions Estimate	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 5 - GHG Reporting	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 6 - FDEP Coord. & Corresp.	Lump Sum per event : Total Cost fee based on 6 events per annum
Task 7 - VE Testing	Lump Sum by percent complete of Task Fee, 1 report per year for 2 years
Task 8 - Liquid level Analysis	Lump Sum by percent complete of Task Fee, 1 event and report per year for 2 years
Task 9 - 5 Year GCCS Annual Phasing Plan Update	Lump Sum by percent complete of Task Fee, 1 plan for 2 years
Task 10 - Landfill Gas Consulting Services	Lump Sum by percent complete of Task Fee, Scope/fee provided for work requested

Billing Basis:

Lawrence A. Gordon

To: Jill Johnson
Subject: RE: [EXTERNAL]Geosyntec PD 19-20.045 No Bid

T **How to Submit a No Proposal**

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

Hank you

From: Jill Johnson <JJohnson@Geosyntec.com>
Sent: Monday, April 27, 2020 11:34 AM
To: Lawrence A. Gordon <LAGORDON@myescambia.com>
Subject: [EXTERNAL]Geosyntec PD 19-20.045 No Bid

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

The purpose of this email is to notify the County that Geosyntec Consultants (1120 North 12th Avenue, Pensacola, FL 32501) is no bidding the above-referenced RLI for Title V Compliance Reporting and GCCS Design, Construction, and Maintenance. We made a business decision this year not to pursue this project because it appears to us that the County is very satisfied with the work the incumbent, SCS, has been doing for them on this project in previous years. We look forward to responding to future RLIs. Thank you.

Jill W Johnson

Jill W. Johnson, P.G. (FL, AL, MS, LA)
Principal
Geosyntec Consultants
1120 North 12th Avenue
Pensacola, Florida 32501
Phone: 850.483.5100
Mobile: 904.591.4076
www.geosyntec.com

Lawrence A. Gordon

From: Lawrence A. Gordon
Sent: Monday, April 27, 2020 9:43 AM
To: D. Allen Vinson
Cc: Lawrence A. Gordon
Subject: No-Bid Letter Request

Allen: Below is the project we discussed this morning . It was put in GFS 4/4/20.

Project No: PD 19-20.045
Name: Title V Compliance Reporting and GCCS Design, Construction, and Maintenance

Regards,

Lawrence Gordon

Purchasing Specialist

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Board of County Commissioners – Administration
213 S. Palafox Place, 2nd Floor
Pensacola, FL 32502-5822
Office: 850-595-4987
Lagordon@myescambia.com

Lawrence A. Gordon

From: Vinson, Allen <Allen.Vinson@hdrinc.com>
Sent: Monday, April 27, 2020 11:27 AM
To: Lawrence A. Gordon
Subject: [EXTERNAL]RE: [EXTERNAL]RE: No-Bid Letter Request

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Under the current situation, a stay at home order went into effect in Florida just before this solicitation was advertised. Prior to that schools had closed. There was significant adjustment going on at the time. I think an adjustment period of an additional couple of weeks could have been sufficient in that specific case.

Under normal conditions, I think that the amount of time would have been sufficient.

Thanks,

D. Allen Vinson II, PE, CDT
D 850.429.8908 M 850.375.1309

hdrinc.com/follow-us

From: Lawrence A. Gordon [mailto:LAGORDON@myescambia.com]
Sent: Monday, April 27, 2020 10:46 AM
To: Vinson, Allen <Allen.Vinson@hdrinc.com>
Cc: Lawrence A. Gordon <LAGORDON@myescambia.com>
Subject: RE: [EXTERNAL]RE: No-Bid Letter Request

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Allen: It went on GFS on 4-9-20 and was due on 4-24-20. For next time what would you suggest as far as the time I should give folks for a response on this?

From: Vinson, Allen <Allen.Vinson@hdrinc.com>
Sent: Monday, April 27, 2020 10:09 AM
To: Lawrence A. Gordon <LAGORDON@myescambia.com>
Subject: [EXTERNAL]RE: No-Bid Letter Request

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Larry,

After discussing with our solid waste group, HDR did not respond to the solicitation due to the short turnaround in light of the COVID-19 situation. We are qualified to perform the work but we would not have been able to put together an adequate response with our staff adjusting to the situation at the time.

Thanks,

D. Allen Vinson II, PE, CDT
D 850.429.8908 M 850.375.1309

hdrinc.com/follow-us

From: Lawrence A. Gordon [mailto:LAGORDON@myescambia.com]
Sent: Monday, April 27, 2020 9:43 AM
To: Vinson, Allen <Allen.Vinson@hdrinc.com>
Cc: Lawrence A. Gordon <LAGORDON@myescambia.com>
Subject: No-Bid Letter Request

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Allen: Below is the project we discussed this morning . It was put in GFS 4/4/20.

Project No: PD 19-20.045
Name: Title V Compliance Reporting and GCCS Design, Construction, and Maintenance

Regards,

Lawrence Gordon

Purchasing Specialist

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Board of County Commissioners – Administration
213 S. Palafox Place, 2nd Floor
Pensacola, FL 32502-5822
Office: 850-595-4987
Lagordon@myescambia.com

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.
Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18101 **County Administrator's Report 13. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Exercising the First of Two Possible One-Year Renewal Periods Related to Lubrication Products
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First of Two Possible Renewals for Lubrication Products - James Higdon, Division Manager, Fleet Maintenance and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewals, to be effective July 16, 2020, per the Agreement between Escambia County, Florida, and Auto, Truck, and Industrial Parts and Supply, Inc., per the terms and conditions of PD 18-19.038, Lubrication Products, authorizing an annual amount of $75,000.

Vendor	Funding	Contract #	Amount
Auto, Truck, and Industrial Parts and Supply, Inc.	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Cost Center 55201, Operating Supplies	PD 18-19.038	$75,000

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

- Original Agreement Fully Executed

BACKGROUND:

This solicitation provides for a County-wide Bulk Lubrication Contract for all BCC Departments. This project includes delivery of needed oil products to all locations for fleet maintenance and oil consumption needs.

The original solicitation was advertised in the Pensacola News Journal on April 1, 2019, and Auto, Truck, and Industrial Parts and Supply, Inc., was ultimately the sole bidder.

BUDGETARY IMPACT:

Vendor	Funding	Contract #	Amount
Auto, Truck, and Industrial Parts and Supply, Inc.	Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Cost Center 55201, Operating Supplies	PD 18-19.038	$75,000

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreement was prepared by Senior Assistant County Attorney, Kristin Hual.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order. Fleet Maintenance will continue to serve as the Contract Administrator for this Agreement.

Attachments

Email from Vendor Authorizing Renewal

From: Kevin Born
To: Jeffrey D. Lovingood
Subject: [EXTERNAL]LURICATION PRODUCTS
Date: Wednesday, June 17, 2020 11:01:44 AM

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good Morning Jeff,

First off let me start by saying it has been a privilege working with all of the Escambia County Individuals over the past year. Myself and A.T.I. Napa would love to have the opportunity to continue this relationship for another year if possible. The pricing that we have on file submitted last year, will be valid for the upcoming year as long as there are no unexpected changes. We will continue to have the same level of service that has been provided up to this point. Thank you for your time. And I hope the Renewal process can be achieved for the upcoming year.

Thank you

Kevin
850-476-0508
ATI Napa

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18117 **County Administrator's Report 13. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Contract Award for Design Services for Fire Station Design at Beulah and Pleasant Grove
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 19-20.063 Design Services for Fire Station Design for Beulah and Pleasant Grove - Cassie Boatwright, Director, Facilities Department and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign the Agreement between Escambia County and Townes + Architects, P.A., per the terms and conditions of PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, for Basic Services, a lump sum amount of $427,220, with Additional Services at an amount not to exceed $227,042, and Allowances for an amount not to exceed $131,991, for a total amount of $786,253.

Vendor	Funding	PD Number	Amount
Townes + Architects, P.A.	Fund 353, LOST IV; Cost Center 330228, Fire Services Cap Project; Object Code 56201, Buildings Project Number 09FS0021	PD 19-20.063	Basic Services - $427,220 Additional Services - $227,042 Allowances - $131,991 **Total - $786,253**

A Request for Letters of Interest PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, was distributed via Government Forms Software to 199 registrants representing 86 firms.

BACKGROUND:

Beulah Fire Station:
The existing facility was built in 1977 by the members of the Beulah Volunteer Fire Department. The County purchased the facility in March, 2020. It has become apparent that a modernized fire station that is storm hardened is necessary. The facility could not only accommodate the fire staff but also the community needs. The fire station is very much a part of the community in which it resides and could be utilized by homeowner associations, civic groups, neighborhood watch groups, etc.

The station is often staffed 24/7. The current station lacks adequate living facilities. There were no true bunk rooms or adequate shower facilities. The kitchen facility does not meet the requirements for the needs of the firefighters. The layout of the fire truck bays currently does not allow for a ladder truck to make the turn to have a drive-thru bay. Because of the rapid growth in the Beulah Community, there is need for a ladder truck.

County Emergency Medical Services is contributing funding to add facilities for EMS. This would be utilized as an EMS post, able to accommodate their personnel, equipment and apparatus needs. Future consolidation would allow EMS crews to conduct shift changes at this facility leaving an EMS unit in the Beulah Community. Additionally, EMS could staff an additional crew during inclement weather.

Pleasant Grove Fire Station:
The existing facility was built in 1986 as a repair shop for garbage trucks. The County purchased the facility in 1991 and converted it into a fire station. ECFR has utilized the facility ever since adapting as necessary to provide 24/7 coverage. Additionally, space would be provided for community needs.

The current facility is lacking a large enough kitchen area to accommodate pantries and room for storing utensils, pots, and pans. Currently each shift utilizes the hallway to have pantries for storing food in an air conditioned and heated area. This takes up a portion of the hallway decreasing the egress and ingress area. The sleeping facilities are lacking and only able to accommodate four personnel. The current facility only has one restroom with a shower and has to be accessed from the truck bay area.

County Emergency Medical Services is contributing funding to add facilities for EMS. This would be utilized as an EMS post, able to accommodate their personnel, equipment and apparatus needs. Future consolidation would allow EMS crews to conduct shift changes at this facility leaving an EMS unit on the Southwest side of the County. Additionally, EMS could staff an additional crew during inclement weather.

Procurement:

A Request for Letters of Interest PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, was distributed via Government Forms Software to 199 registrants representing 86 firms. Responses were received from seven firms on May 5, 2020.

Upon discussion with the Short-Ranked firms, the Selection/Negotiation Committee ranked the short-listed firms in the following order:

1. Townes + Architects, P.A.;
2. STOA Architects; and
3. Quina Grundhoefer Architects, P.A.

During negotiations, it was requested that Townes + Architects, P.A. provide 3 proposals, Beulah Fire Station Design Only, Pleasant Grove Fire Station Design Only, and a combined proposal for the design of both projects. At final negotiation, fee proposals were presented as follows:

Beulah Fire Station Design Only	$446,227.50
Pleasant Grove Fire Station Design Only	$441,708.00
Total for Design of Fire Stations Separately	**$887,935.50**
Beulah & Pleasant Grove Fire Stations Designed Together	$786,253.00
County Savings in Design Fees by Combining Projects	**$101,682.50**

The recommendation to award design of the projects together does not preclude the County from constructing the projects separately. If the County constructs the projects together, the design fee will be decreased by an additional $15,060.

BUDGETARY IMPACT:

Vendor	Funding	PD Number	Amount
Townes + Architects, P.A.	Fund 353, LOST IV; Cost Center 330228, Fire Services Cap Project; Object Code 56201, Buildings Project Number 09FS0021	PD 19-20.063	Basic Services - $427,220 Additional Services - $227,042 Allowances - $131,991 **Total - $786,253**

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G: Consulting Services for Stand-Alone Projects

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts, and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G: Consulting Services for Stand-Alone Projects and the Purchase Order.

Attachments

Solicitation with Addenda
Short List Score Sheet
Final Ranking Score Sheets
Agreement with Exhibits A, B, C
Bid Distribution List

ESCAMBIA COUNTY FLORIDA

REQUEST FOR LETTERS OF INTEREST

DESIGN SERVICES FOR FIRE STATION DESIGN FOR BEULAH AND PLEASANT GROVE

Solicitation Identification Number PD 19-20.063

Letters of Interest Will Be Received Until:
11:59 p.m. CST, May 05, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32597-1591

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Escambia County Florida
Request for Letters of Interest
Proposer's Checklist
Design Services for Fire Station Design for Beulah and Pleasant Grove
Solicitation Identification Number PD 19-20.063

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

The County has implemented a new Electronic Submittal Process, which requires the use of GovernmentForms.software®. This software, which generates and posts a customized version the Standard Form (SF) 330 along with the capability to upload other required items, can be downloaded at the following address: **http://submittals.myescambia.com/**

- GSA Standard Form 330 (**the following forms must be submitted in the order listed below**)
  - Part II **(update if already submitted)**
  - Part I

The remaining forms are PDF's to be uploaded

- Letter Of Interest
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)

Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.

- Certification Regarding E-Verify System
- Truth in Negotiation Certification
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

TABLE OF CONTENTS

Title	Page
Proposer's Checklist	i
I. INFORMATION PACKAGE	1
Scope of Services	1
II. INSTRUCTIONS TO SUBMITTERS	3
• Government Forms Software	3
• Conduct of Participants	4
• Identification of Sub-Consultants/Changes After the Fact	5
• Florida Executive Order 11-116 Compliance	5
III. FIRMS' EVALUATIONS AND SELECTION	5
IV. SCHEDULE	6
V. SUBMITTAL REQUIREMENTS	6
• Update Standard Form (SF) 330 – Part II (GFS Format)	6
• Standard Form (SF) 330 – Part I (GFS Format)	7
• Letter of Interest (PDF Format)	8
FORMS	
• Certification Regarding E-Verify System	9
• Truth in Negotiation Certification	10
• Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes	11
• Drug-Free Workplace	13
• Information Sheet for Transactions and Conveyances Corporate Identification	14
Sample: Standard Form of Agreement - Form G: Consulting Services for Stand-Alone Projects	

I. INFORMATION PACKAGE

Design Services for Fire Station Design for Beulah and Pleasant Grove
Solicitation Identification Number PD 19-20.063

Scope of Services

Purpose

Escambia County is seeking an architectural and engineering for design services for two (2) Fire Stations, one (1) each in Beulah and Pleasant Grove. Each project is an approximately 10,000 square-foot fire station to be constructed at the County-owned site located at 6400 West Nine Mile Road, Pensacola, Florida 32526 and 9350 Gulf Beach Highway, Pensacola, Florida, 32507.

The projects will include reviewing the existing fire station structures and make recommendations for remodeling the existing facilities or new construction. The design will likely be similar for both facilities and adapted to each selected site. The work will include space programming, schematic design, design development, construction document preparation, bidding administration, and construction administration. The architect will prepare estimates and give the County an opinion of cost.

Each facility is estimated to be approximately 10,000 square feet and will include the following:

- Beulah fire station / 4 drive thru truck bays
- Pleasant Grove fire station / 3 drive thru bays

Both facilities shall include:

- 1 EMS bunkroom/ready room/office;
- 2 officer's quarters with connecting bathrooms / office & bunkroom separated by wall;
- 8 bunkrooms/offices;
- 2 unisex bathrooms with shower;
- 1 unisex bathroom no shower;
- 1 day room to accommodate ten chairs/people;
- 1 kitchen with commercial appliances (gas) including four (4) walk in pantries with adequate space for refrigerators and shelves;
- 1 physical fitness room;
- 1 storage room;
- 1 janitorial supply closet;
- 1 decontamination/laundry room with room for ice machine;
- 1 enclosed bunker gear storage area to accommodate 30 full size PPE lockers;
- Work bench and storage area;
- 1 large training room/community center room large enough to accommodate 25 people;
- Secure lobby area for citizen/visitor entrance with limited access to rest of building;
- Diesel exhaust system in truck bay;
- Station alerting system; and
- Consider bi-fold doors for truck bays

The County anticipates that the A/E work will include basic architectural and engineering design including but not limited to:

- Architectural
- Mechanical
- Civil
- Schematic Design
- Construction Documents
- Construction Administration Services
- Structural
- Electrical
- Data/Communications
- Design Development
- Bidding or Negotiation Services

Possible Additional Services/Expenses Include:

- Geotechnical Engineering
- Traffic Analyses
- Food Service Consultation
- Site Surveying
- Stormwater Management Permitting
- Reimbursable Expenses

Minimum Qualifications

Personnel must have successful experience in the design and construction administration of similar facilities as demonstrated in their RLI submittal. Refer to the selection criteria. In addition, local presence of the architect and the consultants is an important consideration.

Firm(s) shall be properly licensed to practice in the State of Florida at the time the firm's bid response is submitted. The firm(s) shall have County-required insurance.

Initial Conceptual Design Estimate = $40,000.00
Initial Conceptual Construction Estimate = $400,000.00

Anticipated Disciplines (Function Codes SF 330) for this project

	Code	Description
Primary	06	Architect
	12	Civil Engineer
Secondary	08	CADD Technician
	15	Construction Inspector
	18	Cost Engineer/Estimator
	21	Electrical Engineer
	25	Fire Protection Engineer
	27	Foundation/Geotechnical Engineer
	42	Mechanical Engineer
	56	Specifications Writer
	57	Structural Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
Primary	C08	Codes; Standars; Ordinances
	C15	Construction Management

Secondary	E03	Electrical Studies and Design
	E04	Electronics
	F03	Fire Protection
	H04	Heating; Ventilation; Cooling
	I05	Interior Design; Space Planning
	L05	Lighting *(Interior; Display; Theater, Etc.)*
	L06	Lighting *(Exteriors; Streets; Etc.)*
	O01	Office Buildings; Industrial Parks
	P07	Plumbing and Piping Design
	R12	Roofing
	S02	Security Systems; Intruder and Smoke Detection
	T01	Telephone Systems

II. INSTRUCTIONS TO SUBMITTERS

Firms desiring to provide described Professional Services shall submit one (1) electronic copy of your firms Letter of Interest containing all of the requested information no later than the date and time listed on the cover sheet. Submittals delivered late shall not be accepted or considered. No exceptions will be made.

A. Government Forms Software: http://submittals.myescambia.com/

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

The submittals shall be in the GSA Standard Form (SF) 330 format with one additional section as described below (include in Letter of Interest). No other format will be acceptable.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to permit a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short-list the firms. On-site presentations, interviews, and or discussions will be requested of a short list of three or more firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations.

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

The following policy will apply to all methods of source selection:

B. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

C. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those sub-consultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

D. FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

III. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

Criteria	Points Available
Relevant experience of the Design Firm for the last five years regarding similar projects.	35
Relevant experience of the architect's Project Architect for the last five years.	20
Relevant experience of the MEP engineers for the last five years.	20
Capacity to do the work within the time required.	10
Architect/Engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	15

TOTAL: 100 points

Award(s) resulting from this solicitation shall be subject to the provisions of Chapter 1-9-5, CONSULTANTS of the Ordinances of Escambia County and Procedure PP-250 VENDOR PERFORMANCE EVALUATIONS of the Purchasing Policies and Procedures of Escambia County.

IV. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing Date of Proposals	**April 18, 2020**
Letters of Interest Due Date	**11:59 PM, CST, May 05, 2020**
Short-Listing Meeting	**1:00 PM CDT, May 12, 2020**
Discussions, Ranking Meeting	**1:00 PM, CDT, May 20, 2020**
Written Scope Due to Committee for Review	**May 28, 2020**
Fee Proposal Due to Committee for Review	**June 04, 2020**
1st Negotiations with First Ranked Firm	**2:00 PM, CDT, June 10, 2020**
2nd Negotiations with First Ranked Firm	**If Required, 3:00 PM, CDT, June 12, 2020**
Board of County Commissioners Approval	**July 16, 2020**

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **June 04, 2020.**

V. SUBMITTAL REQUIREMENTS

The County has implemented an Electronic Submittal Process that utilizes GovernmentForms.software® (GFS) to generate a customized version of the Standard Form (SF) 330 in a specific format. Other items shall be in PDF format and must be submitted by electronic upload via GFS or manually via the County's web site at http://submittals.myescambia.com/

Required items are described below (**The following forms must be submitted electronically in the order listed below**):

1. **Update Standard Form (SF) 330 – Part II (GFS format)**
   For those firms that have already provided an SF 330 Part II update as required

   Note: The wording on the form can't be changed, but include information as though the listing reads as follows:

   11. ~~ANNUAL AVERAGE~~ PROFESSIONAL SERVICES REVENUES INVOICED AND PAID BY ~~OF~~ FIRM FOR LAST 3 YEARS

   11. a. ~~Federal~~ Escambia County Florida Board of County Commissioners

11. b. ~~Non-Federal~~ Non-Escambia County Florida Board of County Commissioners Work

2. Standard Form (SF) 330 – Part I (GFS format)

Generated by GovernmentForms.software®, includes:

- Standard Form (SF) 330 - Part I, Section A-C
- Standard Form (SF) 330 - Part I, Section D
  - For each individual shown on the organizational chart list the following:
    - Name
    - Position relative to the project
    - Firm
    - Position in the firm
- Standard Form (SF) 330 - Part I, Section E
  Page Limit: 20 pages/resumes
- Standard Form (SF) 330 - Part I, Section F
  Page Limit: 10 pages/projects
- Standard Form (SF) 330 - Part I, Section G
  Page Limit: 1 page
- Standard Form (SF) 330 - Part I, Section H
  - The firm should provide three (3) examples of projects for government entities/municipalities indicating experience in the following:
    - Past Performance:
      - Provide at least three (3) samples showing performance records for the past five (5) years. Records should indicate:
        - Performance record
        - Background Experience
        - Technical Expertise
  - Current Work
    - Proposers shall list all currently active contracts or task orders with the following:
      - Escambia County, Florida,
      - Other Government Entities,
      - Private, and provide the following relative information
        - Contract or Task Order name
        - Current status
        - Costs
          - Original cost, to include any change orders
          - Remaining balance
  - Proposers shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.
  - Proposers shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.
  - Proposers shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years

Proposers shall include any additional information to represent your firm for consideration

3. **Letter of Interest (PDF format)**
   Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually (Page Limit: Total Letter of Interest length shall not exceed 20 pages).

   Documents
   The following forms are PDF's to be uploaded
   - Letter Of Interest
   - Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
   - Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
     Note: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on **http://submittals.myescambia.com/, General Information/Sample Forms/Required Items**, they are PDF Forms.
   - Certification Regarding E-Verify System
   - Truth in Negotiation Certification
   - Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
   - Drug-Free Workplace Form
   - Information Sheet for Transactions and Conveyances Corporate Identification

No additional information is to be included in the Letter of Interest.

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over $60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

_____
Name of Consultant

By: _____
Authorized Signature

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

_____

Verified by: _____ Date: _____

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY AND

«Firm Name»

SAMPLE

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

Agreement	Declarations	PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

SAMPLE

AGREEMENT

THIS AGREEMENT is made and entered into this «Day_of_Agreement» day of «Month_of_Agreement», «Year_of_Agreement», by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and «Firm_Name», a for-profit corporation authorized to transact business in the State of Florida, whose address is «Firm_Street_Address», «Firm_City», «Firm_State» «Firm_Zip», and whose Federal tax identification number is «Firm_Tax_ID» (hereinafter referred to as the "Consultant").

ARTICLE I – DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: «Firm_Name» is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean «Contract_Administrator», «CA_Title», «CA_Department». In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for «Solicitation_Number», «Solicitation_Name».

ARTICLE 2 - PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

SAMPLE

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) «Fiscal_Year» in the amount of «Amount_Words» ($«Amount_Numbers») for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 – SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. «Solicitation_Number», «Solicitation_Name», and as represented in the Consultant's Letter of Interest response to «Solicitation_Number», subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign

SAMPLE

and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $«Construction_Estimate».

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

SAMPLE

ARTICLE 5 – COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of «Amount_Words» ($«Amount_Numbers»). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.

(b) Living expenses in connection with travel and any other travel expenses.

(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

SAMPLE

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

«Firm_Name»
«Firm_Street_Address»
«Firm_City», «Firm_State» «Firm_Zip»

(d) Invoices to the County shall be sent to:

«County_Building_Name»
«County_Address»
«County_Attention»
Pensacola, Florida «County_Zip»

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6 – ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

SAMPLE

ARTICLE 7 – COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 – CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

SAMPLE

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 – GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

SAMPLE

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

SAMPLE

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall

SAMPLE

advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

SAMPLE

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SAMPLE

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.23 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and «Firm Name», signing by and through its «Firm_Signatory_Title», duly authorized to execute same.

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

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
«Firm_Name» a «For_Profit» Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
«Firm_Signatory», «Firm_Signatory_Title»

By: _____
Secretary

Date: _____

SAMPLE

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 23, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.063 Design Services for Fire Station Design for Beulah and Pleasant Grove

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the budget listed in the solicitation.

The solicitation stated that the estimated construction budget is ~~$400,000~~ and that the estimated design budget is ~~$40,000~~. Both of these figures are incorrect.

Escambia County solicitations for design services are not typically based on a budget figure but instead are based on the qualifications of the bidding firms. With this in mind, the Facilities Department has asked that budget figures be excluded from this stage of the solicitation, so vendors are free submit their Letters of Interest without the encumbrance of an estimated budget.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 7, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.063 Design Services for Fire Station Design for Beulah and Pleasant Grove

All:

Your firm recently submitted a response to a Request for Letters of Interest for the above-mentioned specification. This Addendum Number 2 provides for a clarification to the questions on the following page.

This Addendum Number 2 is furnished to all known prospective bidders. Short-Listed firms will be asked to please sign and email one copy of this Addendum with your Discussion Meeting handouts as an acknowledgement of your having received same.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Q1. Will the Discussion Meeting presentations be in person or virtual?

A1. The presentations by firms will be virtual. Once the Short-List has been completed and firms notified, I will issue information to the firms for how to log in, etc. I will also be available to do a "trial run" in advance of the presentation date so everyone is comfortable with the process.

Q2. What is the schedule for presentations at the Discussion Meeting?

A2. The Discussion Meeting will be a total of forty (40) minutes, thirty (30) minutes of which is dedicated to the presenting firm and ten (10) minutes dedicated to questions from the Selection Committee. We know, however, that the Selection Committee will ask questions during the presentation, so the thirty minutes is not a hard stop, but the forty minutes is.

Note: *The Discussion Meeting is a project specific meeting and therefore is not a time to provide marketing materials about the firm.*

Q3. Is it permissible for firms to gain access to the project sites?

A3. After the Short-List Meeting is held, there will be a walk-through for Short-Listed firms on ***May 15, 2020, at 9:00 AM CDT,*** *beginning at the Pleasant Grove location at 9350 Gulf Beach Highway, Pensacola, FL 32507.*

Once this walk-through is complete, we will proceed to the Beulah location at 6400 West Nine Mile Road, Pensacola, FL 32526.

While all communications during this solicitation are to be sent in writing to Jeffrey Lovingood at JDLovingood@myescambia.com, firms will be allowed to ask questions of the Facilities Department at the walk-through. All questions must be asked aloud for all short-listed firms to hear.

Q4. Are there any restrictions regarding individuals with whom firms can speak regarding this project?

A4. All communications related to this solicitation should be sent, in writing, to Jeffrey Lovingood at JDLovingood@myescambia.com. The Board of County Commissioners and all County staff are required to avoid the appearance of impropriety.

Please keep in mind that the last date for questions for this solicitation has passed, so questions at this point are outside of normal operations. The County is looking to hire the best-qualified firm so any communications with one firm will have to be distributed to all firms.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

May 18, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 19-20.063 Design Services for Fire Station Design for Beulah and Pleasant Grove

All:

Your firm recently responded to a Request for Letters of Interest for the above-mentioned specification. This Addendum Number 3 provides for a clarification regarding the walkthrough and the meeting schedule.

- A **Walkthrough** will be held Wednesday, **May 20, 2020 at 9:00 AM CDT**, beginning at the Beulah location. Upon completion, we will proceed to the Pleasant Grove location.
- The Discussion/Ranking Meeting scheduled for ~~Thursday, May 21, 2020~~, has been moved to **Wednesday, May 27, 2020, beginning at 1:00 PM CDT**. The schedule for firms will remain the same:
  - 1:00 PM – Townes +
  - 1:50 PM – STOA
  - 2:40 PM – Quina Grundhoefer
  - 3:30 PM Ranking Meeting
- The top-ranked firm will be asked to supply their Fee Proposal, Timeline, and Scope of Work to the Selection Committee no later than the close of business **June 8, 2020**.
- The First Negotiation Meeting is still scheduled for 2:00 PM CDT on June 10, 2020.
- The Second Negotiation Meeting (if necessary) is still scheduled for 3:00 PM CDT on June 12, 2020.
- Our target for submitting this project to the Board for award is July 2, 2020.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, signed by the appropriate individual at your firm, to JDLovingood@myescambia.com at your earliest convenience as an acknowledgement of your having received same.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

ID/Sol No.	PD 19-20.063
Name	Design Services for Fire Station Design for Beulah and Pleasant Grove
Type	**Shortlist**
Evaluations Due	Saturday May 16, 2020

	Caldwell Associates Architects	TOWNES + architects, P.A.	Bullock Tice Associates	DAG Architects Inc.	Quina Grundhoefer Architects, P.A.	STOA International/FL, Inc. dba STOA Architects	Goodwyn, Mills and Cawood, Inc. (GMC)
Cassie Boatwright	75	75	65	70	70	80	70
George Bush	90	89	94	91	95	93	92
John H Townsend	81	89	84	87	86	90	89
Jimmy Maddrey	91	85	87	81	89	87	87
Jon Williams	64	47	54	58	70	63	62
JP Norris	45	68	51	47	42	54	44
Steve McNair (Alternate)	•	•	•	•	•	•	•
Jeff Lovingood (Non-Voting)	•	•	•	•	•	•	•
Grand Total	**446**	**453**	**435**	**434**	**452**	**467**	**444**
Average Score	**74.3**	**75.5**	**72.5**	**72.3**	**75.3**	**77.8**	**74.0**
Rank	**4**	**2**	**6**	**7**	**3**	**1**	**5**

(75% Complete)

Final Results

1. STOA International/FL, Inc. dba STOA Architects
2. TOWNES + architects, P.A.
3. Quina Grundhoefer Architects, P.A.
4. Caldwell Associates Architects
5. Goodwyn, Mills and Cawood, Inc. (GMC)
6. Bullock Tice Associates
7. DAG Architects Inc.

GovernmentForms.manager™
Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Cassie Boatwright** Role **Member**

Evaluation Stage **Shortlist**

Project [**PD 19-20.063**] **Design Services for Fire Station Design for Beulah and Pleasant Grove**

SCORE SHEET **Selection Criteria** [SHORTLIST]	**Pts**	**Caldwell Associates Architects**	**TOWNES + architects, P.A.**	**Bullock Tice Associates**	**DAG Architects Inc.**	**Quina Grundhoefer Architects, P.A.**	**STOA International/FL, Inc. dba STOA Architects**	**Goodwyn, Mills and Cawood, Inc. (GMC)**
Relevant experience of the Design Firm for the last five years regarding similar projects.	**35**	**25**	**25**	**20**	**25**	**20**	**25**	**25**
Relevant experience of the architect's Project Manager for the last five years	**20**	**10**	**10**	**10**	**10**	**10**	**15**	**10**
Relevant experience of the MEP engineers for the last five years	**20**	**20**	**20**	**15**	**15**	**20**	**20**	**15**
Capacity to do the work within the time required.	**10**	**10**	**10**	**10**	**10**	**10**	**10**	**10**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	**15**	**10**	**10**	**10**	**10**	**10**	**10**	**10**
Total(s)	**100**	**75**	**75**	**65**	**70**	**70**	**80**	**70**
Rank		**2**	**3**	**7**	**4**	**5**	**1**	**6**

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **George Bush** Role **Project Manager**

Evaluation Stage **Shortlist**

Project [**PD 19-20.063**] **Design Services for Fire Station Design for Beulah and Pleasant Grove**

SCORE SHEET **Selection Criteria** [SHORTLIST]	**Pts**	**Caldwell Associates Architects**	**TOWNES + architects, P.A.**	**Bullock Tice Associates**	**DAG Architects Inc.**	**Quina Grundhoefer Architects, P.A.**	**STOA International/FL, Inc. dba STOA Architects**	**Goodwyn, Mills and Cawood, Inc. (GMC)**
Relevant experience of the Design Firm for the last five years regarding similar projects.	**35**	**31**	**32**	**34**	**33**	**34**	**34**	**34**
Relevant experience of the architect's Project Manager for the last five years	**20**	**18**	**18**	**19**	**18**	**19**	**19**	**18**
Relevant experience of the MEP engineers for the last five years	**20**	**19**	**19**	**18**	**18**	**19**	**18**	**18**
Capacity to do the work within the time required.	**10**	**9**	**7**	**9**	**9**	**9**	**9**	**9**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	**15**	**13**	**13**	**14**	**13**	**14**	**13**	**13**
Total(s)	**100**	**90**	**89**	**94**	**91**	**95**	**93**	**92**
Rank		**6**	**7**	**2**	**5**	**1**	**3**	**4**

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **John H Townsend** Role **Member**

Evaluation Stage **Shortlist**

Project [**PD 19-20.063**] **Design Services for Fire Station Design for Beulah and Pleasant Grove**

SCORE SHEET **Selection Criteria** [SHORTLIST]	**Pts**	**Caldwell Associates Architects**	**TOWNES + architects, P.A.**	**Bullock Tice Associates**	**DAG Architects Inc.**	**Quina Grundhoefer Architects, P.A.**	**STOA International/FL, Inc. dba STOA Architects**	**Goodwyn, Mills and Cawood, Inc. (GMC)**
Relevant experience of the Design Firm for the last five years regarding similar projects.	**35**	**30**	**32**	**31**	**33**	**32**	**34**	**34**
Relevant experience of the architect's Project Manager for the last five years	**20**	**15**	**18**	**15**	**18**	**16**	**19**	**19**
Relevant experience of the MEP engineers for the last five years	**20**	**16**	**19**	**18**	**16**	**18**	**17**	**16**
Capacity to do the work within the time required.	**10**	**7**	**7**	**7**	**7**	**7**	**7**	**7**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	**15**	**13**	**13**	**13**	**13**	**13**	**13**	**13**
Total(s)	**100**	**81**	**89**	**84**	**87**	**86**	**90**	**89**
Rank		**7**	**3**	**6**	**4**	**5**	**1**	**2**

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Jimmy Maddrey** Role **Member**

Evaluation Stage **Shortlist**

Project [**PD 19-20.063**] **Design Services for Fire Station Design for Beulah and Pleasant Grove**

SCORE SHEET **Selection Criteria** [SHORTLIST]	**Pts**	**Caldwell Associates Architects**	**TOWNES + architects, P.A.**	**Bullock Tice Associates**	**DAG Architects Inc.**	**Quina Grundhoefer Architects, P.A.**	**STOA International/FL, Inc. dba STOA Architects**	**Goodwyn, Mills and Cawood, Inc. (GMC)**
Relevant experience of the Design Firm for the last five years regarding similar projects.	**35**	**32**	**29**	**28**	**28**	**32**	**32**	**31**
Relevant experience of the architect's Project Manager for the last five years	**20**	**18**	**17**	**18**	**17**	**19**	**17**	**17**
Relevant experience of the MEP engineers for the last five years	**20**	**18**	**18**	**18**	**16**	**18**	**17**	**19**
Capacity to do the work within the time required.	**10**	**9**	**8**	**9**	**8**	**7**	**8**	**7**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	**15**	**14**	**13**	**14**	**12**	**13**	**13**	**13**
Total(s)	**100**	**91**	**85**	**87**	**81**	**89**	**87**	**87**
Rank		**1**	**6**	**5**	**7**	**2**	**3**	**4**

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **Jon Williams** Role **Member**

Evaluation Stage **Shortlist**

Project [**PD 19-20.063**] **Design Services for Fire Station Design for Beulah and Pleasant Grove**

SCORE SHEET **Selection Criteria** [SHORTLIST]	**Pts**	**Caldwell Associates Architects**	**TOWNES + architects, P.A.**	**Bullock Tice Associates**	**DAG Architects Inc.**	**Quina Grundhoefer Architects, P.A.**	**STOA International/FL, Inc. dba STOA Architects**	**Goodwyn, Mills and Cawood, Inc. (GMC)**
Relevant experience of the Design Firm for the last five years regarding similar projects.	**35**	**20**	**5**	**0**	**10**	**5**	**35**	**30**
Relevant experience of the architect's Project Manager for the last five years	**20**	**14**	**15**	**18**	**16**	**20**	**6**	**10**
Relevant experience of the MEP engineers for the last five years	**20**	**14**	**15**	**18**	**16**	**20**	**6**	**10**
Capacity to do the work within the time required.	**10**	**10**	**8**	**6**	**8**	**10**	**4**	**0**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	**15**	**6**	**4**	**12**	**8**	**15**	**12**	**12**
Total(s)	**100**	**64**	**47**	**54**	**58**	**70**	**63**	**62**
Rank		**2**	**7**	**6**	**5**	**1**	**3**	**4**

FIRM NOTES (if any)

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Electronic Submittal & Selection Process
Escambia County, FL

Committee Member **JP Norris** Role **Member**

Evaluation Stage **Shortlist**

Project [**PD 19-20.063**] **Design Services for Fire Station Design for Beulah and Pleasant Grove**

SCORE SHEET **Selection Criteria** [SHORTLIST]	**Pts**	**Caldwell Associates Architects**	**TOWNES + architects, P.A.**	**Bullock Tice Associates**	**DAG Architects Inc.**	**Quina Grundhoefer Architects, P.A.**	**STOA International/FL, Inc. dba STOA Architects**	**Goodwyn, Mills and Cawood, Inc. (GMC)**
Relevant experience of the Design Firm for the last five years regarding similar projects.	**35**	**11**	**21**	**18**	**19**	**21**	**18**	**14**
Relevant experience of the architect's Project Manager for the last five years	**20**	**8**	**12**	**12**	**9**	**4**	**12**	**6**
Relevant experience of the MEP engineers for the last five years	**20**	**12**	**12**	**6**	**6**	**12**	**10**	**8**
Capacity to do the work within the time required.	**10**	**8**	**8**	**6**	**4**	**2**	**8**	**4**
Architect/engineer understanding of the project; and any unique aspects associated with the proposed project and how to address any issues.	**15**	**6**	**15**	**9**	**9**	**3**	**6**	**12**
Total(s)	**100**	**45**	**68**	**51**	**47**	**42**	**54**	**44**
Rank		**5**	**1**	**3**	**4**	**7**	**2**	**6**

FIRM NOTES (if any)

PD 19-20.063 Design Services for Fire Station Design for Beulah and Pleasant Grove Final Ranking Score Sheet

	Townes+ Architects, P.A.	STOA Architects	Quina Grundhoefer Architects
Cassie Boatwright	94	82	90
George Bush	66	72	74
John Townsend	82	82	78
Jimmy Maddrey	76	86	78
Jon Williams	76	80	66
JP Norris	92	64	40
Steve McNair	68	58	58
Raw Scores	554	524	484

Rankings			
Cassie Boatwright	1	3	2
George Bush	3	2	1
John Townsend	1	1	3
Jimmy Maddrey	3	1	2
Jon Williams	2	1	3
JP Norris	1	2	3
Steve McNair	1	2	2
Ranking Total	12	12	16
Final Ranking	**1**	**1**	**3**

Cassie Boatwright							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	5	10
Describe similar projects that your team have done in the recent past and any lessons learned. What would you have done differently?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	4	8
Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	5	10
What is your anticipated time frame for design and for construction?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	5	10
Have any of your past projects, within the last 5 years, required change orders for deficiencies in design? If so, please explain.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	5	10
Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	4	8
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	5	10
Describe your process of programming and determining the exact needs of the user of the spaces with an emphasis on function and cost? How do you determine the most cost-effective materials to use on the project with equipment that is efficient and with minimal repair and maintenance cost in mind?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	3	6
How do you help guide users input after design is complete or near completion and is there additional cost involved?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	5	10
What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	4	8
							Total	**94**	**Total**	**82**	**Total**	**90**

George Bush							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	4	8
Describe similar projects that your team have done in the recent past and any lessons learned. What would you have done differently?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	3	6
What is your anticipated time frame for design and for construction?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	3	6
Have any of your past projects, within the last 5 years, required change orders for deficiencies in design? If so, please explain.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	3	6
Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	4	8
Describe your process of programming and determining the exact needs of the user of the spaces with an emphasis on function and cost? How do you determine the most cost-effective materials to use on the project with equipment that is efficient and with minimal repair and maintenance cost in mind?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	4	8
How do you help guide users input after design is complete or near completion and is there additional cost involved?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	4	8
What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	4	8
							Total	**66**	**Total**	**72**	**Total**	**74**

John Townsend							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
Describe similar projects that your team have done in the recent past and any lessons learned. What would you have done differently?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	5	10	5	10
Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	4	8
What is your anticipated time frame for design and for construction?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	3	6
Have any of your past projects, within the last 5 years, required change orders for deficiencies in design? If so, please explain.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	3	6
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	5	10
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How do you help guide users input after design is complete or near completion and is there additional cost involved?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	5	10	4	8
What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
							Total	**82**	**Total**	**82**	**Total**	**78**

Jimmy Maddrey							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	5	10	4	8
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Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	3	6
What is your anticipated time frame for design and for construction?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	4	8
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Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	4	8
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What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
							Total	**76**	**Total**	**86**	**Total**	**78**

Jon Williams							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	5	10	4	8
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Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	4	8	2	4
What is your anticipated time frame for design and for construction?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	5	10
Have any of your past projects, within the last 5 years, required change orders for deficiencies in design? If so, please explain.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	3	6
Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	3	6
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	3	6
Describe your process of programming and determining the exact needs of the user of the spaces with an emphasis on function and cost? How do you determine the most cost-effective materials to use on the project with equipment that is efficient and with minimal repair and maintenance cost in mind?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	5	10	3	6
How do you help guide users input after design is complete or near completion and is there additional cost involved?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	4	8	4	8
							Total	**76**	**Total**	**80**	**Total**	**66**

JP Norris							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	2	4
Describe similar projects that your team have done in the recent past and any lessons learned. What would you have done differently?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	3	6	2	4
Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	3	6	3	6
What is your anticipated time frame for design and for construction?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	3	6
Have any of your past projects, within the last 5 years, required change orders for deficiencies in design? If so, please explain.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	5	10	3	6
Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	4	8	2	4
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	3	6	1	2
Describe your process of programming and determining the exact needs of the user of the spaces with an emphasis on function and cost? How do you determine the most cost-effective materials to use on the project with equipment that is efficient and with minimal repair and maintenance cost in mind?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	1	2
How do you help guide users input after design is complete or near completion and is there additional cost involved?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	2	4
What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	10	2	4	1	2
							Total	**92**	**Total**	**64**	**Total**	**40**

Steve McNair							Townes + Architects, P.A.		STOA Architects		Quina Grundhoefer Architects	
CRITERIA	Maximum Possible Points	1	2	3	4	5	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE	CRITERIA SCORE	WEIGHTED SCORE
What do you see as important considerations for this project? What is/are the biggest challenge(s)?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	3	6
Describe similar projects that your team have done in the recent past and any lessons learned. What would you have done differently?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	2	4	3	6
Please describe your current workload and how you will incorporate this project into your schedule.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	3	6
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Have any of your past projects, within the last 5 years, required change orders for deficiencies in design? If so, please explain.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	4	8
Please describe any design innovation that you would recommend for this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	3	6
Please describe any cost saving measures that you have used on previous projects that could possibly be incorporated into this project.	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	2	4
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How do you help guide users input after design is complete or near completion and is there additional cost involved?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	8	3	6	3	6
What sets your firm apart from other firms of similar experience?	10	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	6	3	6	2	4
							Total	**68**	**Total**	**58**	**Total**	**58**

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Townes + Architects, P.A.

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

TABLE OF CONTENTS

Agreement	Declarations	PAGE
ARTICLE 1	Definitions and Identifications	3
ARTICLE 2	Preamble	4
ARTICLE 3	Scope of Services	4
ARTICLE 4	Time for Performance	5
ARTICLE 5	Compensation and Method of Payment	6
ARTICLE 6	Additional Services and Changes in Scope of Services	7
ARTICLE 7	County's Responsibilities	8
ARTICLE 8	Consultant's Responsibilities	8
ARTICLE 9	General Conditions	9

AGREEMENT

THIS AGREEMENT is made and entered into this 26 day of June, 2020, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Townes + Architects, P.A., a for-profit corporation authorized to transact business in the State of Florida, whose address is 2421 North 12th Avenue, Pensacola, FL 32503, and whose Federal tax identification number is 20-2753803 (hereinafter referred to as the "Consultant").

ARTICLE I – DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement and the various covenants, conditions, terms, and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are, therefore, agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS: The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.

1.2 CONSULTANT: Townes + Architects, P.A. is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR: Whenever the term "Contract Administrator" is used herein, it is intended to mean George Bush, Division Manager, Facilities Management. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 CONTRACT SERVICES: The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.

1.5 COUNTY: Escambia County is a body corporate and politic and a political subdivision of the State of Florida.

1.6 LUMP SUM COMPENSATION: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.

1.7 NOTICE TO PROCEED: A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.

1.8 PROJECT: It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove.

ARTICLE 2 – PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 2020 in the amount of ($) for this Project.

2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.

2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 – SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 19-20.063, Design Services for Fire Station Design for Beulah and Pleasant Grove, and as represented in the Consultant's Letter of Interest response to PD 19-20.063, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.

3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.

3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

(a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

(c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.

(b) The estimated construction contract price for the project described in the Agreement is $.

3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 – TIME FOR PERFORMANCE

4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.

4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.

4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 – COMPENSATION AND METHOD OF BILLING AND PAYMENT

5.1 COMPENSATION: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: For Basic Services, a lump sum amount of Four Hundred Twenty-Seven Thousand Two Hundred Twenty Dollars ($427,220.00), with Additional Services at an amount not to exceed Two Hundred Twenty-Seven Thousand Forty-Two Dollars ($227,042.00), and Allowances for an amount not to exceed One Hundred Thirty-One Thousand Nine Hundred Ninety-One Dollars ($131,991.00), for a total amount of Seven Hundred Eighty-Six Thousand Two Hundred Fifty-Three Dollars ($786,253.00). Final payment will be subject to approval by the Board of County Commissioners.

5.2 FEE SCHEDULE: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.

5.3 DIRECT EXPENSES: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:

(a) Transportation expenses in connection with the Project.

(b) Living expenses in connection with travel and any other travel expenses.

(c) Long distance communications and other miscellaneous budget expenses.

(d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.

(e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

(b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.

(c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

(a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

(c) Payments and Notices to the Consultant shall be made to:

Townes + Architects, P.A.
2421 North 12th Avenue
Pensacola, FL 32503

(d) Invoices to the County shall be sent to:

Facilities Management
100 East Blount Street
George Bush
Pensacola, Florida 32501

Notices to the County shall be sent to:

County Administrator
P.O. Box 1591
Pensacola, Florida 32597-1591

ARTICLE 6 – ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

ARTICLE 7 – COUNTY'S RESPONSIBILITIES

7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.

7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 – CONSULTANT'S RESPONSIBILITIES

8.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 – GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County’s property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

9.2 TERMINATION:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

9.4 NO CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.5 SUBCONTRACTORS: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.

9.6 ASSIGNMENT: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9.8 INSURANCE: The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten

on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be “additional insured's” on all liability policies (except professional liability). Certificates of insurance shall be provided to the Purchasing Manager, 213 Palafox Place, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

9.12 HEADINGS: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

9.13 GRATUITIES: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida’s ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

9.14 CONFLICT OF INTEREST: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.

9.15 SURVIVAL: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

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

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

9.19 COMPLIANCE WITH LAWS: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

9.20 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive

Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

9.21 PARTICIPATION IN OTHER PROCEEDINGS: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

9.22 FURTHER DOCUMENTS: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.

9.22 NO WAIVER: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement through the express delegation of authority set forth in Chapter 46, Article II of the Escambia County Code of Ordinances, and Townes + Architects, P.A., signing by and through its President, duly authorized to execute same.

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

WITNESS:

_____
Witness

By: _____
Janice P. Gilley, County Administrator

_____
Witness

Date: _____

BCC Approved: _____

CONSULTANT:
Townes + Architects, P.A. a For Profit Corporation authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____
Benjamin M. Townes, President

By: _____
Secretary

Date: _____

Exhibit "A" Scope of Work

Fire Station Design Beulah and Pleasant Grove - AE Selection

SCOPE OF SERVICES

Escambia County is seeking an architectural and engineering for design services for a new Fire Station in Beulah and Pleasant Grove. Each project is an approximately 10,000 square foot fire station to be constructed at the County-owned site located at 6400 West Nine Mile Road, Pensacola, Florida 32526 and 9350 Gulf Beach Highway, Pensacola, Florida, 32507. The projects will include reviewing the existing fire station structures and make recommendations for remodeling the existing facilities or new construction. The design will likely be similar for both facilities and adapted to each selected site. The work will include space programming, schematic design, design development, construction document preparation, bidding administration, and construction administration. The architect will prepare estimates and give the County an opinion of cost.

Each facility is estimated to be approximately 10,000 square feet and will include the following:

- Beulah fire station / 4 drive thru truck bays
- Pleasant Grove fire station / 3 drive thru bays
- Beulah & Pleasant Grove / 1 EMS bunkroom/ready room/office
- Beulah & Pleasant Grove / 2 officer's quarters with connecting bathrooms / office & bunkroom separated by wall
- Beulah & Pleasant Grove / 8 bunkrooms/offices
- Beulah & Pleasant Grove / 2 unisex bathrooms with shower
- Beulah & Pleasant Grove / 1 unisex bathroom no shower
- Beulah & Pleasant Grove / 1 day room to accommodate ten chairs/people
- Beulah & Pleasant Grove / 1 kitchen with commercial appliances (gas) including four (4) walk in pantries with adequate space for refrigerators and shelves
- Beulah & Pleasant Grove / 1 physical fitness room
- Beulah & Pleasant Grove / 1 storage room
- Beulah & Pleasant Grove / 1 janitorial supply closet
- Beulah & Pleasant Grove / 1 decontamination/laundry room with room for ice machine
- Beulah & Pleasant Grove / 1 enclosed bunker gear storage area to accommodate 30 full size PPE lockers
- Beulah & Pleasant Grove / work bench and storage area
- Beulah & Pleasant Grove / 1 large training room/community center room large enough to accommodate 25 people
- Beulah & Pleasant Grove / secure lobby area for citizen/visitor entrance with limited access to rest of building
- Beulah & Pleasant Grove / diesel exhaust system in truck bay
- Beulah & Pleasant Grove / station alerting system
- Beulah & Pleasant Grove / consider bi-fold doors for truck bay

The County anticipates that the A/E work will include but may not be limited to:
Basic architectural and engineering design services including Architectural, Structural, Mechanical, Electrical, Civil, and Data/Communications. Schematic Design, Design Development, Construction Documents, Bidding or Negotiation Services, and Construction Administration Services.

Exhibit “A” Scope of Work

Possible Additional Services/Expenses:

- Geotechnical Engineering.
- Site Surveying.
- Traffic Analyses
- Stormwater Management Permitting
- Food Service Consultation
- Reimbursable Expenses

Exhibit "B"

TOWNES + architects, P.A.

Architects □ □ □ Planners

2421 North 12th Ave. Pensacola, Florida 32503

ESCAMBIA COUNTY BEULAH AND PLEASANT GROVE FIRE STATIONS

PRELIMINARY PROJECT DEVELOPMENT SCHEDULE

ACTIVITY	DURATION - ONE STATION	DURATION - BOTH STATIONS
• Notice to Proceed		
• Programming / Site Visits	5 Weeks	5 Weeks
• Client Review and Approval	1 Week	1 Week
• Schematic Design	7 Weeks	7 Weeks
• Client Review and Approval	1 Week	1 Week
• Design Development	7 Weeks	10 Weeks*
• Client Review and Approval	1 Week	1 Week
• 90% Construction Documents Submit for Environmental Permitting	7 Weeks	10 Weeks*
• Client Review and Approval	2 Weeks	2 Weeks
• Final Construction Documents Submit for Plan Review	3 Weeks	3 Weeks
• Client Review and Approval	1 Week	1 Week
• Purchasing Process	3 Weeks	3 Weeks
• Bidding	4 Weeks	4 Weeks
• Contract Negotiations	8 Weeks	8 Weeks
• Construction to Sub. Completion	40 Weeks	40 Weeks
• Final Completion / Occupancy	4 Weeks	4 Weeks
TOTAL DURATION	94 Weeks	100 Weeks

*Additional time required for Civil Engineering on 2 sites.

Exhibit "C"

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

June 19, 2020

Board of County Commissioners
Escambia County, Florida
Office of Purchasing
213 Palafox Place
P.O. Box 1591
Pensacola, Florida 32591-1591

Attention: Mr. Jeffrey Lovingood

RE: Design Services for Beulah and Pleasant Grove Fire Station
Solicitation Number PD 19-20.063

Mr. Lovingood:

Based upon our two contract negotiation meetings, we are pleased to present this final proposal to provide Architectural / Engineering Services as required for two new Fire Stations. The Beulah Fire Station is located at 6400 West Nine Mile Road, Pensacola, Florida 32526. The Pleasant Grove Fire Station is located at 9350 Gulf Beach Highway, Pensacola, Florida 32507. Generally, this proposal is based upon the agreed to Conceptual Space Program dated June 10, 2020, attached. Also, the proposal assumes that the two fire stations will be bid as one package with one General Contractor and constructed simultaneously.

We propose a lump sum fixed fee of $786,253.00, based upon the following schedule:

BASIC ARCHITECTURAL AND MEP ENGINEERING SERVICES:

Schematic Design:	$ 85,295.00
Design Development	$106,430.00
90% Construction Documents	$127,565.00
Final Construction Documents	$ 21,885.00
Bidding Assistance:	$ 21,885.00
Contract Administration:	$ 64,160.00
SUBTOTAL - BASIC .SERVICES:	$427,220.00

ANTICIPATED ADDITIONAL DIRECT EXPENSES BEYOND BASIC SERVICES

Programming Services:	$ 5,600.00
Structured Cabling Services:	$ 33,000.00
Civil Engineering:	$119,295.00

Telephone: (850) 433-0203 ben@townesplus.com
AA-26001051

Landscaping / Irrigation / Site Lighting:	$ 16,005.00
Geotechnical Investigation and Report:	$11,220.00
Hazardous and Regulated Materials Investigation:	$ 4,752.00
Phase I Environmental Site Assessment - Pleasant Grove	$ 2,365.00
Wetlands, Environ. Sensitive, Endangered Species Investigation:	$ 1,650.00
Building Commissioning - Limited:	$ 31,405.00
Food Service and Laundry Equipment Assistance	$ 1.750.00
SUBTOTAL - ADDITONAL SERVICES AND EXPENSES:	$227,042.00

ALLOWANCES

Printing:	$ 1,000.00
Permitting:	$ 33,000.00
Existing Building Documentation:	$ 6,375.00
Existing Building Analysis:	$10,500.00
Sustainable Design Consultation/ Documentation:	$ 16,000.00
Sustainable Design Dashboard Fees:	$ 3,300.00
Signal Engineering:	$36,850.00
Interior Design Services:	$ 7,728.00
Photo Realistic Rendering:	$ 2,178.00
Contract Administration for Multiple Contractors	$ 15,060.00
SUBTOTAL:	$131,991.00

TOTAL: $786,253.00

You agree to furnish to me for our use the following information:

1. Existing condition drawings, and/or original contract drawings to the extent that they exist.
2. Topographic, surface features and boundary survey.
3. Phase I / Phase II Environmental Site Assessment for the Beulah site.
4. Food Service and Laundry Equipment Product Selection and Catalog Information.
5. Traffic Study and Signal Warrants.

Work that will be specifically excluded as part of a proposal includes the following:

1. Remediation of mold, mildew, asbestos, lead and any other hazardous or regulated material.
2. Extensive construction administration or management of the Project.
3. Detailed cost estimates or budget control.
4. Destructive and non-destructive testing and investigations.
5. Test and Balance of HVAC System.

These five items can be provided as additional service or reimbursable expense to the base fee. See attached "ATTACHMENT A" for hourly rates.

We assume that the development of the design will be within the parameters of applicable regulatory codes. Preparation and co-ordination of any necessary variance requests will be an additional service.

Reimbursable expenses are other costs not allowed as Direct Expenses or Allowances per the Standard Agreement. The proposal includes two signed and sealed copies of the construction documents. All reimbursable expenses will be billed at the rate of 1.10 times the expense incurred for administrative overhead.

Thank you for this opportunity to be of service to you and Escambia County. We are ready to start this project immediately.

Sincerely,



Ben Townes

Exhibit "C"

TOWNES + architects, P.A.

Architects □ □ □ Planners

2421 North 12th Ave. Pensacola, Florida 32503

	BASE RATE	O/H @ 168%	PROFIT @ 12%	FCCM @ 1.5%	MAX RATE ALLOWED
1. Principal	$60.00	$100.80	$7.20	$0.90	$168.90
2. Project Architect	$50.00	$ 84.00	$6.00	$0.75	$140.75
3. Interior Designer	$45.00	$ 75.60	$5.40	$0.68	$126.68
4. Technician	$30.00	$ 50.40	$3.60	$0.45	$ 84.45
5. Admin.	$28.00	$ 47.04	$3.36	$0.42	$ 78.82
6. Senior St. Engineer	$60.00	$100.80	$7.20	$0.90	$168.90
7. Structural Designer	$30.00	$50.40	$3.60	$0.45	$ 84.45
8. Landscape Architect	$45.00	$ 75.60	$5.40	$0.68	$126.68
9. Civil Project Manager	$59.27	$99.58	$7.11	$0.89	$165.00
10. Civil Sr. Project Engineer	$53.44	$89.78	$6.41	$0.80	$150.00
11. Civil Professional Engineer	$45.28	$76.06	$5.43	$0.68	$125.00
12. Civil Tech	$30.70	$51.58	$3.68	$0.46	$ 85.00
13. Civil Admin / Clerical	$20.00	$33.60	$2.40	$0.30	$55.00

(850) 433-0203 ben@townesplus.com

AA-26001051

14. MEP/FP Principal	$88.81	$149.20	$10.66	$1.33	$250.00
15. MEP/FP Engineer	$53.29	$89.53	$6.38	$0.80	$150.00
16. MEP/FP Technician	$39.08	$65.65	$4.68	$0.59	$110.00
17. MEP/FP CAD	$28.42	$47.75	$3.41	$0.43	$ 80.00
18. MEP/FP Clerical	$28.42	$47.75	$3.41	$0.43	$ 80.00

Select Search PD 19-20-063 **Tagged** <all>

Subject: **Public Notice PD 18-19.081** **199 Registrants Representing 86 Firms**
Date: **20200420 @ 12:00**

	Firm ID	Firm Name	POC	Email
1	952661922-01	AECOM Technical Services, Inc.	Srini Krishnaswamy, Sr Vice VP Ann Rhodes	srini.kris@aecom.com ann.rhodes@aecom.com
			Jim Mayo, Vice President	jim.mayo@aecom.com
			Wendy Lopez, PE	wendy.lopez@aecom.com
			Joe Chapman, PE, CFM	joe.chapman@aecom.com
			Carlos Garcia, PE	carlos.garcia@aecom.com
			Daniel Servetas, PE	daniel.servetas@aecom.com
			Dennis Reece, CEP	dennis.reece@aecom.com
			David Ryan	david.ryan@aecom.com
			John E. Lobdell, PE	eddie.lobdell@aecom.com
2	262747111	Aerostar SES LLC	Shawna Newman	snewman@aerostar.net
3	911641772-01	AMEC Environment & Infrastruct	Richard Brown	richard.j.brown@amec.com
			Mike Phelps, PE Vicki Busseno	mike.phelps@amec.com vicki.busseno@amec.com
			Carl Christmann, PE	carl.christmann@amec.com
4	651167239	American Consulting Engineers	Tracy Boutwell Kari Tharpe Aimee Larson	tboutwell@acp-fl.com ktharpe@acp-fl.com alarson@acp-fl.com
			John Kilgore, PE Janet Valentine	jkilgore@ace-fla.com jvalentine@ace-fla.com
			Chris O'Reilly, PE	coreilly@ace-fla.com
			Jeff Novotny, PE, AICP	jnovotny@ace-fla.com
5	911851322	Anchor QEA â€“ Daphne, ALÂ Width	Rob Howell	rhowell@anchorqea.com
6	850276434-01	Applied Research Associates, I	John E. Hunt, P.E. David K. Hein, P.Eng. Paul W. Wilke, P.E.	jehunt@ara.com dhein@ara.com pwilke@ara.com
7	570373224	ARCADIS U.S., Inc.	Peter McMaster, PE Chuck Starling, PE, BCEE Brian Greathouse, PE, CFM	Peter.McMaster@arcadis-us.com Chuck.Starling@arcadis-us.com Brian.Greathouse@arcadis-us.com

8	824195994	ArcDMC Sediment Solutions, LLC	Shailesh K. Patel John F. Sawyer	spatel@arcdmcsediment.com jsawyer@arcdmcsediment.com
9	590896138	Atkins North America, Inc. (Pe	Gregory S. Allen, PE John Fielding, PE, PTOE Davie Haight, FAICP	gregory.allen@atkinsglobal.com john.fielding@atkinsglobal.com david.haight@atkinsglobal.com
10	590857184	Baskerville-Donovan, Inc.	Jim Waite Gina Alford-Dickerson Mike Langston, PE	jwaite@baskervilledonovan.com gdickerson@baskervilledonovan.com mlangston@baskervilledonovan.com
11	300558666	Bayside Consulting Group of No	Tina Monie	tinamonie@baysidenwf.com
12	912080979	Beck Disaster Recovery, Inc.	Chuck McLendon Jonathan Burgiel Nate Counsell	cmclendon@beckdr.com jburgiel@beckdr.com ncounsell@beckdr.com
13	631029077	Bhate Geosciences Corp	Tony Thomason David Johnson	tthomason@bhate-geo.com djohnson@bhate-geo.com
14	231498326	Buchart Horn, Inc.	Brian S. Funkhouser, PE Charles L. Kinney, Jr., PG	bfunkhouser@bucharthorn.com ckinney@bucharthorn.com
15	591467913	Bullock Tice Associates	Larry W. Adams, Jr., AIA, RIBA John P. Tice, Jr., FAIA, CEO Angelique Turner	l.adams@bulltice.com j.tice@bulltice.com a.turner@bulltice.com
16	061689244	Bureau Veritas North America,	Van Tran	van.tran@us.bureauveritas.com
17	592367433-01	Cardno TBE	Roger B. Register Beth Norman Connie A. Lasher David Dickson Douglas J. Durbin PhD Daryl Thie, PLS	roger.register@cardno.com beth.norman@cardno.com connie.lasher@cardno.com david.dickson@cardno.com doug.durbin@cardno.com daryl.thie@cardno.com
18	261308592	CONSTANTINE ENGINEERING INC.	JAMES P. KIZER JR. P.E. JOSEPH E. DOWNEY, JR. P.E.	jkizer@tcgeng.com jdowney@tcgeng.com
19	320301382	Dalrymple Sallis Architecture	J. Scott Sallis	scott@dalsal.com
20	593455777	David W. Fitzpatrick, P.E., P.	David W. Fitzpatrick	david@fitzeng.com

21	130746510-01	Dewberry Engineers Inc.	David Tillar Jennifer Cooper Cliff Wilson	DTillar@Dewberry.com Jrcooper@dewberry.com CWilson@dewberry.com
			Jason Estes, PE	jestes@dewberry.com
22	930998113	DLR Group, inc. (a Florida cor	Tim Gibson, AIA Todd Orr, AIA Joe Haines, AIA, DBIA, CSI	tgibson@dlrgroup.com torr@dlrgroup.com jhanines@dlrgroup.com
23	591791174	DRMP, Inc.	Erica Jernigan, PE Chad M. Friday, PE, Office Leader Lisa Greene, CPSM	EJernigan@drmp.com CFriday@drmp.com LGreene@drmp.com
24	202865475	EMERALD OCEAN ENGINEERING LLC	David McGehee Cheryl Pollock	Bigwave@EmeraldOE.com papcep@gmail.com
25	581402235-00	EnSafe Inc.	James N. Speakman, PhD, PE Phillip G. Coop, CHMM Mark Swantko	jspeakman@ensafe.com pcoop@ensafe.com mswantko@ensafe.com
26	203094339	EnSite, Inc.	Jeff Roman, P.E., LEED AP Shellie Johnson, AICP Jonathan Romine, RLA	JeffR@en-site.com ShellieJ@en-site.com JonathanR@en-site.com
27	592921038	Environmental Consulting & Tec	Susan M. McConnell Philip W. Simpson	smcconnell@ectinc.com psimpson@ectinc.com
			Robert J. Kloepfer	rkloepfer@ectinc.com
			William F. Karl, P.E.	wkarl@ectinc.com
			Mark A. Culbreth, P.G.	mculbreth@ectinc.com
28	941698350-01	Environmental Science Associat	Leslie Moulton-Post Julie Sullivan	info@esassoc.com jsullivan@esassoc.com
29	592135118	Fabre Engineering, Inc. d/b/a	Debra J. Channell Frank J. Fabre, P.E., P.S.M. Cecil Jernigan, P.E.	debrachannell@fabreinc.com frank.fabre@fabreinc.com cjernigan@fabreinc.com
30	650183924	Florida Transportation Enginee	Phillip Kurth, P.E., PTOE	pkurth@fteinc.net
31	251260999	GAI Consultants, Inc.	Thomas R. Kohler Lisa D. Rambo	t.kohler@gaiconsultants.com l.rambo@gaiconsultants.com
32	010733400	Garver, LLC	Michael Graves	MJGraves@GarverUSA.com

33	592905088	Geci & Associates Engineers, I	Steve Geci	stevegeci@geciengineering.com
34	592355134-05	Geosyntec Consultants	Jill Johnson, P.G. Nandra Weeks, P.E.	jjohnson@geosyntec.com nweeks@geosyntec.com
35	593453881-00	GGI, LLC dba Genesis	Mark T. Llewellyn Sr., P.E. Tracy Forester	Mark@GenesisGroup.com TForester@GenesisGroup.com
36	300133572	Gortemoller Engineering, Inc.	Dexter Gortemoller, P.E. Nate McKinley	dgortemoller@gorteng.com nmckinley@gorteng.com
37	520818093-02	Greenhorne & O'Mara, Inc.	H. Edward Prescott, P.E. Brian Lemieux, P.E. Linda Y. Graham	eprescott@g-and-o.com blemieux@g-and-o.com lgraham@g-and-o.com
38	112537074	Greenman-Pedersen, Inc.	Scott M Deitche Sandra M. Bucklew, PE Robert Rupert, PE	sdeitche@gpinet.com sbucklew@gpinet.com rrupert@gpinet.com
			Colby Brown Travis Justice	colbybrown@gpinet.com tjustice@gpinet.com
39	461221575	GULF CIVIL ENGINEERING, LLC	Erica Floyd	erica@gulfcivileng.com
40	260318004	Gulf Coast Architectural Group	Don F. Carlos Suzanne Davis Larry Law	Don@GCArchGroup.com Suzanne@gcarchgroup.com larry@gcarchgroup.com
41	593757755	Hammond Engineering, Inc.	Thomas G. Hammond, Jr., PE Ryan L. Sieg	tom@selanddesign.com ryan@selanddesign.com
42	470741232	HDR CCC	Bryan Estock James VanSteenburg Mari Bonbrest	bryan.estock@hdrinc.com James.VanSteenburg@hdrinc.com mari.bonbrest@hdrinc.com
			Carol Worsham, Vice President Mark Roberts,PE Amanda Goetz	Carol.Worsham@hdrinc.com Mark.Roberts@hdrinc.com Amanda.Goetz@hdrinc.com
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43	593384092	Hernandez & Swift Associates,	John Lionel Swift	HSAI1@bellsouth.net
44	593566985	Hernandez Calhoun Design Inter	Sarah M. Hernandez-Trujillo	sarah.hernandez@hernandezcalhoun.com

45	474769416	Icon Construction Services, LL	Bob Worley, P.E. Bob Worley, P.E.	bob.worley@iconcs.us worley25@cox.net
46	581286525	Integrated Science & Engineeri	Wade Burcham, PE	wburcham@intse.com
47	954081636-01	Jacobs Engineering Group, Inc	Daniel L. Broxson	daniel.broxson@jacobs.com
48	271551483	JMR Architecture, PC	J. Michael Rutland Laura Henderson Leah Allen-Cooper	mrutland@jmrarch.net lhenderson@jmrarch.net lcooper@jmrarch.net
49	631235237	Johnson & Reeves Engineering (	Bradley B. Johnson, PE	bjohnson@johnson-reeves.com
50	581673197	KHAFRA	Valentino Bates	vbates@khafra.com
51	560885615-04	Kimley-Horn and Associates, In	Debra Preble	debra.preble@kimlley-horn.com
52	593324564	LandMark Engineering and Land	Mark W. Spitznagel, P.E	MarkS@LMEngr.com
53	680146861-03	MACTEC Engineering and Consult	David B. Goershel	dbgoershel@mactec.com
			Brian J. DuChene	bjduchene@macte.com
54	592827930	Mehta and Associates, Inc.	Vipin C. Mehta, P.E.	vmehta@mehtaeng.com
55	043474437	MOCA Systems, Inc.	Stephen W. Essig	swe@mocasystems.com
56	951951343	MOFFATT & NICHOL	Jeffrey C. Helms, PE	jhelms@moffattnichol.com
57	951951343-01	Moffatt & Nichol	Jonathan P. Hird, PE	jhird@moffattnichol.com
58	591294824	Mott MacDonald Florida, LLC	David Skipper Lauren Gund Steven White	david.skipper@mottmac.com lauren.gund@mottmac.com steven.white@mottmac.com
59	471219942	Municipal Engineering Services	Dale E. Long, P.E., LEED AP William V. Phillips, II, P.E.	dlong@mesi-fl.com pphillips@mesi-fl.com
60	951878805	MWH Americas Inc. (Sunrise Bra	Harold V. Aiken, P.E. Aquila Jones-Serrano	harold.v.aiken@mwhglobal.com aquila.jones-serrano@mwhglobal.com

61	454338277	National Energy USA	Dave Robau George "Ron" Omley Fadil Keranovic	Dave@NationalEnergyUSA.com Ron@NationalEnergyUSA.com Fadil@NationalEnergyUSA.com
62	201522500	Pinder-Martin Associates, Inc.	David J. Pinder Michael G. Martin	djpinder@bellsouth.net pindermartin@bellsouth.net
63	593089125	Preble-Rish, Inc.	Joe A. Rector, Jr., P.S.	rectorj@preble-rish.com
64	910883905	R. W. Beck, Inc.	Patrick E. Lien David Gregory	plien@rwbeck.com dgregory@rwbeck.com
65	141880334	Rebol-Battle & Associates, LLC	Paul Battle	paulb@rebol-battle.com
66	592986466	Reynolds, Smith and Hills, Inc	Tanya Kristoff	tanya.kristoff@rsandh.com
67	201659855	SAIC Energy, Environment & Inf	David Gregory	david.gregory@saic.com
68	540913440-09	SCS Engineers, Florida	Carlo F. Lebron, PE Daniel Cooper, PE Tim Smith, PE	clebron@scsengineers.com dcooper@scsengineers.com tsmith@scsengineers.com
69	721105441	Sigma Consulting Group, Inc.	Jason Lashley Robbie Lear Miles Williams	jlashley@sigmacg.com rlear@sigmacg.com mwilliams@sigmacg.com
70	620791037	Smith Seckman Reid, Inc.	Sharpie Smith, PE	ssmith@ssr-inc.com
71	593730020	Southern Site & Utility Design	Alan M. Miller, P.E. Paul A. Mcleod, Jr., P.E.	ssudalan@gmail.com ssudpaul@gmail.com
72	112167170-01	Stantec Consulting Services In	Neal Brockmeier, PE	neal.brockmeier@stantec.com
			Lacey Thibodeaux	lacey.thibodeaux@stantec.com
73	593697783	STOA International/FL, Inc. db	Michael C. Werner, Jr. Cesar Reyes Alyson Savage	mwerner@stoaarchitects.com creyes@stoaarchitects.com asavage@stoaarchitects.com
74	592791402	Strollo Architects, Inc.	J. Pat Strollo	jpat@strolloarchitects.com
75	720627831	T. Baker Smith, LLC	Kevin S. Beyer, P.E.	kevin.beyer@tbsmith.com
76	941598707	T.Y. Lin International	J. Dean Collins, PE	dean.collins@tylin.com
77	592850478-01	Taylor Engineering, Inc.	James N. Marino, P.E, D.CE Jamie Gregory	jmarino@taylorengineering.com marketing@taylorengineering.com

78	954148514-05	Tetra Tech, Inc. - Stuart, FL	Brian Proctor	brian.proctor@tetratech.com
79	593198247	The WIT Group, Inc.	John M. Hudson, EI Robert E. Ratcliff, PE Antonio J. Burton, PE	mhudson@thewitgroup.com admin@thewitgroup.com tburton@thewitgroup.com
80	452015453	Thompson Consulting Services,	Jon Hoyle Nate Counsell	jhoyle@thompsoncs.net ncounsell@thompsoncs.net
81	630389605	Thompson Engineering, Inc.	Jake Gibbs, P.E. Mike Manning	jgibbs@thompsonengineering.com mmanning@thompsonengineering.com
82	520847751	Torti Gallas and Partners, Inc	Robert S. Goodill, AICP Laurie Milligan Henry Harrell	rgoodill@tortigallas.com lmilligan@tortigallas.com hharrell@tortigallas.com
83	430839725	TranSystems	Andrew W. Nicol	awnicol@transystems.com
84	581873676	TSW	William Tunnell Rebekah Calvert	btunnell@tsw-design.com rcalvert@tsw-design.com
85	630247014-50	Volkert & Associates, Inc.	Steve Commander	scommander@volkert.com
			James "Bo" Sanchez, PE Michael Warnke, Pe, ENV SP	bo.sanchez@volkert.com mike.warnke@Volkert.com
			David Webber, PE	david.webber@Volkert.com
			Clayton L. Hare, Jr.,PE	Clay.Hare@volkert.com
86	911641772-05	Wood Environment & Infrastruct	Mark Diblin, PG	mark.diblin@woodplc.com
		Wood Environment & Infrastruct	Webb Jackdson Stephen Hanks	webb.jackson@woodplc.com stephen.hanks@woodplc.com

Messages sent: **199 Registrants Representing 86 Firms**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18060 **County Administrator's Report 13. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Contract Award for Onsite Employee Health Clinic Administration
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Onsite Employee Health Clinic Administration - Jana Still, Director, Human Resources through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve and authorize the County Administrator to sign the Agreement between Escambia County and Marathon Health, LLC (Marathon), per the terms and conditions of PD 19-20.035, Onsite Employee Health Clinic Administration for an annual fee of $1,026,676.95.

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

B. Approve an extension with the current Escambia County employee health clinic (Clinic) vendor, Concentra until September 30, 2020 in order to provide adequate time for the transition from Concentra to Marathon.

BACKGROUND:

The Clinic was created in January 2011. The Clinic provides urgent and primary care, as well as all new hire and required annual physicals for approximately 2,000 employees and their dependents who are enrolled in the County's health care benefits. The Escambia County Sheriff's Office (Sheriff) currently has 647 employees and their dependents using the Clinic

Concentra Health Services, Inc. (Concentra) was initially awarded an agreement with a three-year term and multiple extensions. In August of 2016, Concentra was awarded a two-year agreement with two optional one-year extensions. The current agreement with Concentra will expire July 31, 2020.

Due to the impending contract expiration with Concentra, staff explored options for procuring a Clinic administrator. The City of Pensacola (City) expressed interest in participating in the Clinic for its 750 employees and their dependents, ultimately joining with the County and Sheriff to procure a Clinic administrator in the form of an Invitation to Negotiate (ITN).

As part of the ITN, the County explored opportunities for the Clinic to provide expanded services designed to mitigate future claims, to manage costs, and provide services beyond the walls of the Clinic. Furthermore, with the addition of City employees to the eligible Clinic participants, the County and Sheriff's teams ensured considerations were made for the impact of additional members on clinic staffing and utilization.

A selection committee comprised of two representatives from the County, one representative from the Sheriff, and one representative from the City was charged with evaluating and ranking the firms. After completion of the ITN process, which is described in further detail below, Marathon was ranked number one by the selection committee.

Marathon has been in the on-site clinic business for over 15 years with 830 full time employees dedicated to on-site clinics. Marathon has over 200 primary care clinics, operating 20 clinics in the state of Florida. Marathon demonstrated its experience in providing cost effective care options, high patient satisfaction, robust reporting, and other performance metrics that are important to the County.

Marathon's distinct value proposition derives from their focus on population health risk management, including primary / acute care, health screenings, health coaching, and chronic condition management services. Through this approach, Marathon's objective is to change the way businesses and their employees experience healthcare. As a result, Marathon will reduce health and productivity costs, control healthcare spend sustainably, improve the overall health status of the workforce, promote greater adherence to evidence-based medicine, and influence the way employees perceive and receive their healthcare. Marathon provides a comprehensive reporting package that includes monthly and annual reports showing: participation levels, encounters, diagnoses, prescriptions written and medications dispensed, value of care delivered, employees with chronic conditions at standard of care, employees with health risk and/or pre-disease, employees who have made progress toward health goals, excess cost associated with the risk profile, savings associated with change to the risk profile, and healthcare costs for engaged vs. non-engaged individuals.

In conjunction with representatives from the Sheriff and City, and County staff coordinated with USI Insurances Services LLC, the brokerage firm that provides consultation for the County's benefits, to develop a comprehensive scope of services that focuses on wellness and behavioral health for the onsite Clinic.

An ITN, PD 19-20.035, Onsite Employee Health Clinic Administration, was publicly noticed on March 16, 2020, to 26 firms. On March 25, 2020, a mandatory pre-proposal conference was held on-line due to COVID-19 with 29 attendees. Five firms submitted responses on April 15, 2020. Interviews with all five firms were held on May 5th and 6th. The proposers were evaluated by importance on the attached scope of services and the following factors listed below:

Medical Management (Case Management)
Technology (EMR, Associated Portal)
Reporting
Pricing
Corporate Culture
Marketing/Communications
Coaching
Wellness Tracking Challenges
Account Management/Customer Service
Compliance

The Committee met on May 13, 2020, for an evaluation meeting to rank the firms. The rankings are as follows:

1. Marathon Health, LLC
2. CareATC, Inc.
3. Concentra Health Services, Inc.
4. Quad/Med, LLC
5. Care Here, LLC

As the number one ranked firm, negotiations were held with Marathon on May 26th and 28th. These negotiations resulted in the development of a three-year Agreement with the option to have two one-year extensions. Though the Clinic will serve all three entities, the Sheriff and City have independently negotiated their agreements with Marathon.

The distribution of cost was determined by the number of budgeted positions for each entity. The County has the largest employee base and includes the Clerk of the Court's Office, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, and Housing Finance Authority.

Employee Clinic Cost Proration			
	Budgeted	**Prorated**	**Clinic Cost**
	Employees	**%**	**$1,659,560.00**
County*	2409	61.86%	$1,026,676.95
Sheriff	693	17.80%	$295,345.42
City	792	20.34%	$337,537.63
Total	3894		$1,659,560.00

*County reflects $73 Scrivener's error in cost.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Marathon Health, LLC	Fund 501, Cost Center 150112, Object Code 53101	$1,026,676.95	PD 19-20.035

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 45 Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Contract and Purchase Order. Human Resources with coordinate the transition from Concentra to Marathon.

Attachments

Original Solicitation
Addendum #1
Addendum #2
Register of Proposers
Committee Final Evaluation Tabulation
Marathon Health Proposal Response
Proposal Analytics

ESCAMBIA COUNTY FLORIDA

On Behalf of:
CITY OF PENSACOLA
ESCAMBIA COUNTY SHERIFF'S OFFICE

INVITATION TO NEGOTIATE

Onsite Employee Health Clinic Administration

SOLICITATION NUMBER PD 19-20.035

RESPONSES WILL BE RECEIVED UNTIL: **2:00 p.m. CDT, April 15, 2020**

Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL 32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Paul R. Nobles
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
INVITATION TO NEGOTIATE
Proposer's Checklist
Onsite Employee Health Clinic Administration
SPECIFICATION PD 19-20.035

HOW TO SUBMIT YOUR PROPOSAL

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.
  * *Documents submitted with Proposals are to be on the forms provided in the ITN and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- PROPOSAL RESPONSE
  - Two (2) Hard Copy (with original signatures as required) of their ITN Response, one marked ITN Response and one marked Confidential / Financial Response.
  - Two (2) electronic copies of the ITN response,
    - One in PDF format signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - One in Microsoft Word and Excel format (signatures not required) with:
      - Exhibit A Questionnaire – Word
      - Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)
      - Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)
      - Exhibit E Clinic Budget - Excel (spreadsheet provided)
- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CONFLICT/NON-CONFLICT OF INTEREST STATEMENT
- CERTIFICATION REGARDING E-VERIFY SYSTEM
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA (INFORMATION CAN BE OBTAINED AT **http://www.sunbiz.org/search.html**)
- LETTER FROM INSURANCE CARRIER AS TO CAPACITY TO PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED IN THE “INSURANCE REQUIREMENTS”

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE
- SIGNED AGREEMENT

HOW TO SUBMIT A NO PROPOSAL

- IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE

Onsite Employee Health Clinic Administration
PD 19-20.035
Request for Proposals

TABLE OF CONTENTS
Forms marked with an (* Asterisk) must be returned with Offer.

		Page
General Terms and Conditions		1
Special Terms and Conditions		3
PART A SUMMARY		15
Part I	Introduction	
Part II	General Information and Contract Information	16
2-1	Purpose	
2-2	Objective	
2-3	Issuing Officer	
2-4	Contract Consideration	
2-5	Rejection	
2-6	Inquiries	
2-7	Addenda	
2-8	Schedule	
2-9	Proposal Content and Signature	
2-10	Negotiations	
2-11	Prime Contract Responsibilities	
2-12	Disclosures	
PART III	Information Required from Proposers	19
	Proposal Format And Content	
3-1	Title Page	
3-2	Table of Contents	
3-3	Letter of Transmittal	
3-4	Questionnaire	
3-5	Organization Profile	
3-6	Company Financials (Confidential Separate Envelope)	
3-7	Conflict of Interest Statement	
3-8	Complaint Notifications/Lawsuits	
3-9	Performance Matrix	
3-10	References	
3-11	E-Verify	
3-12	Sworn Statement Pursuant to Section (287.133)(3)(a), Florida Statutes, on Entity Crimes	
3-13	Drug Free Workplace Form	
3-14	Information Sheet for Transactions and Conveyances Corporation Identification	

3-15 Solicitation and Offer Form / Cost Proposal

PART IV Criteria for Selection 27

PART V Scope of Work 29

Solicitation and Offer Form * 35

Sworn Statement Pursuant to Section (287.133)(3)(a), Florida Statutes, on Entity Crimes 51

Drug Free Workplace Form 53

Information Sheet for Transactions and Conveyances Corporation Identification 54

Conflict/Non-Conflict of Interest Statement 56

Certification Regarding E-Verify System 57

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Providers Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) must Provide
25. Addition/deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Provider Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

   All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

   Specification Number PD 19-20.035, Onsite Employee Health Clinic Administration, Name of Submitting Firm, Time and Date due.
   Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

   Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

   The following policy will apply to all methods of source selection:

2. **Conduct of Participants**

   After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. Questions

Technical and procurement questions regarding this Request for Proposal shall be directed to Paul R. Nobles, Purchasing Manager, Telephone (850) 595-4918, Email prnobles@myescambia.com.

All questions will be responded to via addendum. Verbal responses will not be provided. Addendums shall be posted at

4. Proposal Forms

This Solicitation contains a Solicitation and Offer Form and Proposal Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

5. Proposers Responsibility

Before submitting a response, proposers are required to carefully examine the Invitation to Negotiate to completely familiarize themselves with all of the terms and conditions that are contained within the Invitation to Negotiate. Failure to do so on the part of the proposer will in no way relieve proposer of any of the obligations and responsibilities which are a part of the Invitation To Negotiate.

6. Conflict Of Interest

All proposers must disclose the name of any officer, director, or agent who is also an employee of the County. All proposers must disclose the name of any County employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches. Indicate with either a statement of Conflict of Interest or Non-Conflict of Interest and submit with your proposal.

7. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

8. Compliance with Governing Laws and Regulations

The offeror or Provider will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

9. E-Verify

Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Proposer while performing work or providing services for Escambia County, Florida on its behalf utilize the E-Verify system to verify the employment of all new employees hired by all subcontractors. Proposer is also required to complete the Certification for E-Verify Form and upload with your proposal response. Failure to do so may result in rejection of your proposal.

10. Public Records

The Contractor acknowledges that the resulting Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

11. Public Records Exemption

a. For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.

b. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

c. If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Contract Information

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

12. Contract Term/Renewal/Termination

A. The term of the contract shall be for five (5) years from the date of award with one-five (5) year renewal at the sole discretion of the Board. If considering renewing the contract the County, through the Purchasing or Human Resources Department, will provide a letter of intent to renew to the contract awarded proposer(s) six months prior to the end of the initial term of the contract period or any subsequent Renewal Term. If needed, the contract may be extended six months beyond the contract expiration date or any extensions. The contract awarded proposer(s) will be notified when the County has acted upon the recommendation.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiating entities shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

13. Price Adjustment

Annual Fees shall be firm for the entire length of the initial contract term. Prior to the renewal period, the awardee may submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. The County reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the County. The contract will be extended six months beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

14. Award

14.1 The County reserves the right to accept or reject any or all proposals.

14.2 The County reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

14.3 The County, through its designee(s), reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

14.4 The County, through its designee(s), reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the County may deem necessary for evaluating the proposal and reserves the right to interview any personnel who may administer and be assigned to work on the contract before recommendation of award.

14.5 The County, through its designee(s), reserves the right, prior to the County's approval, to cancel the Invitation to Negotiate or portions thereof, without penalty.

14.6 The County, through its designee(s), reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the County; and (2) reject any and/or all items proposed; and (3) negotiate with the highest ranked firms.

14.7 To the extent permitted by Florida law, the Board, through its designee(s), reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the County reserves the right to negotiate and recommend

award to the next highest rated proposer or subsequent proposers until an agreement is reached.

15. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

16. Termination (Public Records Request)

If the Provider refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the Provider and his surety, if any, seven (7) days written notice, during which period Provider still fails to allow access, terminate the employment of the Provider and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Provider, and may finish the project by whatever method it may deem expedient. In such case, the Provider shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the Provider (excluding monies owed the Provider for subcontract work.)

Insurance Requirements

17. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The Provider shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the Provider, its employees, or by subProvider(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Provider shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subProviders obtain and maintain until the completion of that subProvider's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Provider.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Provider's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Provider's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Provider waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Provider's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Provider is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Provider or any other insurance of the Provider shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Provider shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Provider shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The Provider shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Providers, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Provider is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Provider to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles
   Office of Purchasing, 2nd FL, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Provider's obligation to fulfill the insurance requirements herein.

If requested by the County, the Provider shall furnish complete copies of the Provider's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Provider shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Additional Insurance/Endorsements
The county may require the following additional types of insurance or the following endorsements:

Professional Liability (E&O) insurance: The Contractor shall purchase and maintain Professional Liability (Errors & Omissions) insurance with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate.

Medical Malpractice Liability Insurance: The Contractor shall purchase and maintain Medical Malpractice Liability insurance with minimum limits of $1,000,000 per occurrence/$3,000,000 aggregate.

Employment Practices Liability: The Contractor shall purchase and maintain Employment Practices Liability insurance with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate.

Cyber Liability: The Contractor shall purchase and maintain Cyber Liability insurance with minimum limits of $5,000,000 per occurrence/$5,000,000 aggregate.

Computers, Computer software, & Data recovery: The Contractor shall purchase and maintain coverage for computers, computer software, and data recovery with $500,000 per occurrence/$1,000,000 aggregate. If your liability policy covers this then the requirement will be fulfilled. If your liability policy is endorsed or can be endorsed then the requirement will be fulfilled. If neither of the two previous requirements are met then you need a policy for this.

If a claim(s) made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

18. Indemnification

Provider agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Provider under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Provider or resulting from the use by Provider, or by any one for whom Provider is legally liable, of any materials, tools, machinery or other property of County. County and Provider agree the first $100.00 of the Contract Amount paid by County to Provider shall be given as separate consideration for this indemnification, and any other indemnification of County by Provider provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Provider by Provider's acceptance and execution of the Agreement. The Provider's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Provider agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

PART I INTRODUCTION

Escambia County is soliciting proposals from interested and qualified providers experienced in providing a full range of services for Onsite Employee Health Clinic Administration to the Escambia County Board of County Commissioners (all appointing authorities), Escambia County Sheriff and the City of Pensacola of Escambia County, Florida (the County).

A purchase order will be released, after contract award by the agency (or MOU and one contract with the BCC) for services to be performed as a result of this Invitation to Negotiate. All terms and conditions of this Invitation to Negotiate, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference, as set forth herein. To the extent that any conflict exists between the provisions of the contract documents, the following order of precedence shall apply 1) a written, negotiated contract, 2) the above referenced Invitation to Negotiate, including any addenda, 3) any County ordering or authorizing documents such as purchase orders, and 4) Proposer's response to the Invitation to Negotiate, including any appendix and exhibits. The County will not be bound by or deemed liable for any verbal or written information or communication, obtained by the proposer which is not included in the Invitation to Negotiate or other contract documents. Services will be on an as-needed basis. There is no guarantee that a responder(s) will receive a request to perform any services related to this Invitation to Negotiate as a result of any award.

The County objects to and shall not consider any additional terms or conditions submitted by a respondent other than End User License Agreements, Application Service Provider Agreements, Service Level Agreements, Software License Agreements and other such similar Agreements, submitted if applicable, for County review and approval. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Document files may be examined during normal working hours when agency provides notice of intended decision or 30 days after opening the proposals, whichever period is earlier. If, however, the County rejects all proposals and concurrently provides notice of its intent to reissue a competitive solicitation, the proposals will not be available for inspection until the County provides notice of an intended decision concerning the reissued solicitation.

COUNTY INFORMATION

Escambia County is 478 square miles with a population of 315,534, and the City of Pensacola is the county seat with a population of 52,590. Major employers include the Navy Federal Credit Union and the US Navy. Naval Air Station Pensacola is the home of the Blue Angels. The combined budget for the County, City of Pensacola and the Sheriff is approximately 55M with 3,330 employees.

PART II GENERAL PROPOSAL AND CONTRACT INFORMATION

2-1 PURPOSE

The Escambia County Board of County Commissioners, Escambia County, Florida, is seeking the services of qualified Health Clinic Providers to administer an onsite employee health clinic for Escambia County Board of County Commissioners, Escambia County Sheriff's Office and the City of Pensacola.

2-2 OBJECTIVE

The Invitation to Negotiate allows the County to select the most qualified firms and negotiate the price along with other issues, as needed resulting in the best value for this service as required by the County.

2-3 ISSUING OFFICER

The Contract Administrator shall be Janice P. Gilley, County Administrator. The liaison officer shall be Jana E. Still, Director, Human Resources. The contracting agency shall be the Escambia County Board of County Commissioner, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32502.

2-4 CONTRACT CONSIDERATION

It is expected that the contract shall be based on the solicitation after negotiation.

2-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-6 INQUIRIES

Questions regarding this Invitation to Negotiate shall be directed to Paul R. Nobles, Purchasing Manager, Office of Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

2-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	March 16, 2020
Mandatory Pre-Proposal Conference	**10:00 a.m., CST, March 25, 2020**
Final Date for Questions	April 3, 2020
Response to Questions will be provided	April 8, 2020
Proposal due date	**2:00 p.m. CDT, April 15, 2020**
Blackout Period Begins	**April 15, 2020**
Evaluation Committee Meeting	1:00 p.m., CDT, April 29, 2020
1st Discussions/Presentations Meeting	9:00 a.m. CDT, May 5, 2020
2nd Discussions/Presentations Meeting	9:00 a.m. CDT, May 6, 2020
1st Negotiations Meeting	1:00 p.m., CDT, May 25, 2020
2nd Negotiations Meeting, if required	1:00 p.m., CDT, May 27, 2020
Board of County Commissioners approval	**June 18, 2020**

Responders who submit proposals in response to this Invitation to Negotiate and are selected by the Selection/Negotiation Committee may be required to present an oral presentation of their proposal to the Evaluation Committee on Tuesday, May 5, 2020 and Wednesday, May 6, 2020 (if necessary). This will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Selection/Negotiation in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. Discussions/Presentations will be conducted at the Office of

Purchasing, 213 Palafox Place 2nd Floor, Pensacola, FL 32502, Matt Langley Bell III Building, Room 11.407.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Public Records of this solicitation will not be available until **May 15, 2020.**

2-9 PROPOSAL CONTENT AND SIGNATURE

All proposers shall provide a straight forward and concise description of their ability to meet the ITN requirements. There shall be avoidance of fancy bindings and promotional material within.

Proposers shall provide as follows:

- Two (2) Hard Copy (with original signatures as required) of their Invitation to Negotiate Response, one marked Invitation to Negotiate Response and one marked Confidential / Financial Response.
- Two (2) electronic copies of the Invitation to Negotiate response,
    - One in PDF format signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - One in Microsoft Word and Excel format (signatures not required) with:
        - Exhibit A Questionnaire – Word
        - Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)
        - Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)
        - Exhibit E Clinic Budget - Excel (spreadsheet provided)

2-10 NEGOTIATIONS

The contents of the proposal of the successful Provider shall become a basis for contractual negotiations.

2-11 PRIME CONTRACT RESPONSIBILITIES

The selected Provider shall be required to assume responsibility for all services offered in his proposal. The selected Provider shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

2-12 DISCLOSURE

All information submitted in response to this Invitation to Negotiate shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

PART III INFORMATION REQUIRED FROM PROPOSERS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Please upload your proposal in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document.

3-1 TITLE PAGE

Show the date; Invitation to Negotiate number; Invitation to Negotiate subject; and proposer's name, address, telephone number and email address.

3-2 TABLE OF CONTENTS

Include a clear identification of the material by section and by page number.

3-3 LETTER OF TRANSMITTAL

Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.

3-4 QUESTIONNAIRE

Exhibit A, must be completed and accompany response. The information provided in Exhibit A will be used to score based on the Evaluation Criteria as outlined in **PART III CRITERIA FOR SELECTION**.

3-4-1 **Experience and Qualifications of Exiting Clinical Experience**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. Company name
2. Company address
3. Company phone number
4. Contact name
5. Contact title
6. Contact address
7. Contact phone number
8. Contact email address
9. What is the total number of full-time employees in your organization dedicated to on-site clinics?
10. How long have you been in the on-site clinic business?
11. What is the total number of primary care clinics?
12. What is the total number of occupational health only clinics?
13. How many clinics does your organization manage in the state of Florida?
14. What is your five-year client retention rate?
15. What support do you offer for site identification and clinic build out?
16. What is your process for clinic design? Do you hold any certifications in this area?
17. Does your organization currently operate any near-site clinics within Escambia County? If so, would employees have access to those facilities?

3-4-2 **CLINICAL OPERATIONS**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. **IT and IT Security**
   a. Does your company utilize an inter-operable electronic medical record? Please provide a brief overview of the system.
   b. Does your EMR provide a care gap analysis of claims, drug, and lab data to identify actionable care items for each clinic participant?
   c. Does your EMR provide point-of-care access to evidence-based best practice guidelines?

d. Do you offer a mobile app (NOT a mobile website)? If so, please describe the capabilities. Who developed this app? How often is it updated?
e. Does your EMR provide identification of enrollees with chronic conditions (low back pain, arthritis, CHR, diabetes, asthma, hypertension, etc.)?
f. Do you use a data warehouse that can merge clinical encounter data from the electronic health record with carrier monthly claims and Rx data transfers, and then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact?
g. Do you offer a patient portal that allows members to be directed to resources for engagement and more personalized content?
h. What are the main functionalities and resources of your company's web portal? (Example: online coaching programs, health education/information, personal tracking capabilities, etc.)
i. Do you or your EMR vendor perform a SOC 2 Controls Review? If yes, can we have a copy of your most recent SOC 2 report?
j. Have you had an incident where there has been compromise, loss, or mishandling of confidential data or Protected Health Information? If yes, please describe.
k. If an incident occurs that affects client data, do you affirm to notify the client immediately upon discovery?
l. When working with third parties, do you provide the employer with a list of any third parties that you utilize that may have access to employer data or client data?
m. Do you ensure that third parties agree in writing to be bound by data security requirements no less stringent than these, prior to having access to the employer's data or client data?
n. Is an information security incident response plan documented and available for review?
o. Does your incident response plan require immediate notification to client of any information security event, whether employer data or client data was involved?
p. Does the incident response plan identify the incident response team? How long after an incident is discovered does the incident response team become notified?

2. Clinic Operations

a. Who is the Medical Director for your organization?

b. Who oversees the clinical care delivered in the clinics? Describe the line of reporting up through your organization.

c. What are the credentials of the clinic operational team?

d. What is your clinic's staffing and procedures to accommodate walk-in patients?

e. What approach do you recommend identifying whether a presenting patient is eligible to participate in the clinic?

f. How often do you request updates to the eligibility files? How often do you feed claims?

g. Do you offer primary care preventive visits for employees, spouses and dependents? If so, what tests are covered as part of the preventive care visit?

h. Do your onsite clinics offer client employees/dependents annual physicals and school/sports physicals?

i. Do your clinics routinely provide Referral Coordination Services?
Are the above services included in the program costs?

j. What is the referral rate across your book of business?

k. Is your organization affiliated with any hospital system or are you independent?

l. Can your organization coordinate ~~of~~ referrals for a specialist visit and/or additional diagnostics?

m. Can your organization provide a vaccination program for employees and dependents of all ages mutually agreed upon by the client and the onsite clinic vendor?

n. Can your organization provide EAP services, behavioral health specialists with crisis management experience?

o. Can your organization provide pre-employment and drug screens?

p. Can your organization provide Department of Transportation (DOT) testing?

q. Is your company able to provide virtual care (telehealth) for remote employees and dependents that do not have access to the clinic?

r. Does a member need to schedule an appointment to a) obtain a new prescription or b) refill a medication?

s. Do you collect laboratory specimens on-site at your clinics?

t. What relationships do you have with laboratory vendors to pick up and process the specimens?

u. Is this vendor able to report the results directly into your electronic health record system? Please describe the arrangement and process in detail.
v. What clinic quality assurance processes are in place?
w. Do you submit claims to the Health Plan as required?
x. Do you publish fees to members (EOB) for various services including sick/diagnostic visit, wellness/preventive visits, etc.?
y. How often does a physician audit the clinical staff notes and treatment plans?
z. What records would belong to the client upon contract termination?
aa. Are your clinics led by physicians or nurse practitioners? Why? If you use both, how do you orchestrate the hours for each?
bb. Do your clinics use Medical Assistants or clerical staff to help run the clinic? If so, in what ratios and what is the rationale?
cc. How do you identify and engage high-risk individuals in the population?
dd. How is clinic appointment handled?
ee. Can you provide online appointment schedulers? Can you provide an app for appointment scheduling? Telephone scheduling?
ff. What is your typical wait time to make an appointment?
gg. Are reminders provided for appointments (Email? Call? Text?)
hh. What is your availability with same day appointments?
ii. At what threshold do you consider adding additional clinical staff?
jj. How do you calculate how many lead clinician hours your need in your clinic?
kk. How long are your typical initial and established office visits? Why?
ll. Are there documented improvements in care and/or cost that result from your approach?
mm. How are service problems managed and who is involved with resolving them?
nn. What data do you gather and provide to your clinical teams to monitor performance and encourage continuous quality improvement?

3. **Population Health Management**
    a. What are your organization's capacity to administer on-site biometric screenings at the clinic?
    b. What are your organization's health coaching capabilities to assist employees in reducing risk and improving health?
    c. Is health coaching available on-site, telephonically, and/or online?
    d. Do you provide lifestyle management/coaching through your clinics? Is it telephonic or face-to-face or web-based? What are the results?
    e. What are the credentials/levels of experience of your health coaches? (Note: If experience varies based on topic or on-site vs. telephonic, please differentiate)
    f. Can your organization provide chronic disease management services including patient education and coaching regarding complications, medications, nutrition therapy, hypertension and preventative care?
    g. What are your organization's capabilities for proactive outreach of members with chronic conditions or flag issues related to medication utilization?

4. **Experience starting a new clinic**
    a. Describe your approach to new a clinic, including managing the hiring of staff and promoting employee engagement.
    b. Please provide an optimal implementation timeline for implementing the clinic.
    c. Please describe your process for transferring eligibility data from the client to the clinic (EMR).
    d. Please describe typical challenges associated with starting a new clinic.
    e. What assumptions for percentage of total eligible patient member utilization have you included in your cost proposal for Years 1 – 5?
    f. We expect our organization to have growth of up to 10% over the life of this contract. Would there be an extra cost or change of scope if we were to add up to 10% additional eligible members to the contract?

5. **Report/Data Samples**
    a. What reports can clients expect to receive? Attach samples of all reporting.

b. How often will your company provide such reporting and review it with the client?
c. Do you offer real-time, self-service reporting capabilities?
d. Please demonstrate that your organization can merge clinical encounter data from the electronic medical record with carrier monthly claims and Rx data transfers, and then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact.
e. What is your company's process to comply with HIPAA wellness nondiscrimination regulations?
f. What is your organization's cost avoidance or value proposition, including your methodology for calculating cost avoidance? Include case studies, if available.
g. How does your company demonstrate improvements in the health of participants in your program over time, both individually and population-wide? What metrics are tracked and how often are they presented to clients?
h. Are there extra costs for non-standard reporting? If so, what are they?
i. What entities can you integrate data with?
j. Can your organization file zero dollar claims with our TPA?

Can you provide samples of all program forms and communication materials?

3-5 ORGANIZATION PROFILE

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company.

3-6 COMPANY FINANCIALS (Confidential Separate Envelope)

Proposers must provide financial statements giving the County enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings

c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

3-7 CONFLICT OF INTEREST STATEMENT

Submit Conflict of Interest Statement per Special Terms and Conditions Sect. 7 Conflict of Interest.

3-8 COMPLAINT NOTIFICATIONS/LAWSUITS

a. As part of its proposal, Proposer shall provide to the County a list of all instances within the past ten (10) years where a complaint was filed against Proposer in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Proposer discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in violation of applicable Federal and/or Florida law.

b. The Proposer must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Proposer; and (ii) the status of, and Proposer's response to, all pending complaints.

c. Proposer shall provide a description of any lawsuits and the resolution of any such suit brought against your company during the course of doing business in relation to providing on-site medical services within the past (10) years.

d. The County will consider a Proposer's complaint history information and lawsuit information in its review and determination of responsibility. The failure of a Proposer to comply with the requirements in this Section may result in Proposer being deemed non-responsive by the Purchasing Manager. If no complaints or lawsuits have been filed within the last ten (10) years, please so state on Company Letterhead and upload with your response.

3-9 PERFORMANCE MATRIX

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

a. Do you offer performance guarantees against the IHI's Triple Aim of patient satisfaction, improved health outcomes and redirected claims savings?
b. What health indicators or chronic condition measurements do you utilize to measure patient outcomes? Where data sources are these outcomes derived from?
c. How does your organization determine the Performance Guarantee and what percentage of your fees will be at risk? Please provide details on how this fee will be calculated.
d. Are you willing to offer guarantees with regards to ROI and/or performance? If so, please describe.

3-10 **REFERENCES**

Complete the Reference Document and include at least five (5) references. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts, and at least one reference from a past customer who is currently not under contract with you. It is preferred that these references be for clients that have hired your firm for performance of Onsite Employee Health Clinic Administration or similar kinds of services. NOTE: The information requested must include a current contact name, phone number, and email address for each reference.

3-11 E-Verify

3-12 Sworn Statement Pursuant to Section (287.133)(3)(a), Florida Statutes, on Entity Crimes

3-13 Drug Free Workplace Form

3-14 Information Sheet for Transactions and Conveyances Corporation Identification

3-15 Solicitation and Offer Form / Cost Proposal

a. Scope of Services

b. Exhibit B Clinic Lab Fees:, If your company provides any of these tests as part of the clinic operations, please complete Solicitation and Offer Form Exhibit B. If not, please respond not available.

c. Exhibit C Clinic Pharmacy Fees: If your company provides any of these medications as part of the clinic operations, please complete Solicitation and Offer Form Exhibit C. If not, please respond not available.

d. Exhibit D Clinic Budget, please complete Solicitation and Offer Form Exhibit D

PART IV CRITERIA FOR SELECTION

4.1 Invitation to Negotiate s are received and publicly opened. Only names of responders will be read at this time.

4.2 An Evaluation Committee, consisting of County personnel will convene, review and discuss all proposals submitted. Purchasing personnel and the County's consultant, a representative(s) from USI Insurance Services will participate in an advisory capacity only. The County's consultant will serve as a technical resource to assist the Evaluation Committee.

4.3 In the evaluation and recommendation process the Committee will assign points to each proposal to evaluation criteria as listed below:

	MAXIMUM POINTS
A. **Existing Clinic Experience**	20
B. **Cost**	20
C. **Clinic Operations**	50
E. **Performance Matrix**	10
Total	100

4.4 The committee will evaluate and score the criteria listed and points awarded will be based on the following standard:

- **Exceptional** – Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value.**

- **Exceeds standards** – Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value.**

- **Meets standards** – Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value.**

- **Fails to meet all standards** – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value.**

- **Unacceptable** – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value.**

PART V SCOPE OF WORK

Escambia County Board of County Commissioners and the Escambia County Sheriff have partnered in having an Employee Health Clinic since January 2011. With the Invitation to negotiate we have added another partner, the City of Pensacola, and in total we have approximately 3,330 active employees and retirees with approximately 1,500 dependents between the three agencies. The Board of County Commissioners and the Sheriff's medical plans are self-insured through Florida Blue. The City of Pensacola is a fully funded health plan through Florida Blue with a Pro share agreement.

The County is considering entering into a Contract with a company that can staff and manage the operations of the clinic, as well as design and furnish the clinic. As indicated the County has a clinic and we have already conducted a survey to expand the clinic space to support the addition of the City in the present space. We will use our contractors to build out the space based on the awarded proposers design. The County has 1,920 square feet of space available for build out which will be utilized for this clinic. Presently the clinic is located at 3557 N Baylen St., Pensacola, FL.

Demographics:
Active Medical Plan Enrollment:

Escambia County Board of County Commissioners Active: 1959. Retirees: 86
Annual number of DOT Drug Screens: 216
Annual number of Physicals (ranging from pre-employment for administrative staff, DOT/FDL, Paramedic/EMT: 985
Annual Fire Fighter (Career/Voluntary Physicals: 330

Escambia County Sheriff - Active: 1369 Retirees: 97

City of Pensacola - Active 750

We are looking for a company that can furnish the clinic as well as staff and manage the operations of the clinic.

1) Staffing Prototype

Based on the demographics identified in paragraph 13.1, proposer shall describe in detail how they will staff the clinic to adequately support the needs of the County. Include proposed hours of operation. Presently the clinic hours are Monday and Wednesday 7am -5pm, Tuesday and Saturday 8am – 1pm, and Thursday and Friday 8am – 5 pm.

Any replacement of personnel (Doctor, mid-levels, and nurse manager) during the term of the initial contract term and subsequent renewals shall be subject to review and approval from all three agencies. All individuals shall be made available for interviewing by all three agencies fourteen (14) days prior to assignment.

The following information describes the Board's requirement of services to be provided:

Acute and Episodic Care
Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries

Management of Chronic Conditions
Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.

For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.

For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated.

Routine annual exams, pre-employment and screenings

Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.

Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.

Lab Draws

Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to patients that is not included in the annual fee.

Vaccines: Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.

Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are required to be included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.

Health Risk Assessment

Administered online or in paper version screens
General health and well-being
Health history including symptoms, conditions and family history
Tobacco use, alcohol use and stress levels

Comprehensive Heath Review (CHR)

For high risk individuals and individuals with chronic disease a CHR

Online access to complete the Health History and Risk Assessment (HHRA)

1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals

Lifestyle Risk Reduction
For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach

Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.

Individualized change management plans

Proactive support

For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)
Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.

Coaching, symptom monitoring, and disease education

Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)
Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content

Online scheduling system and secure messaging

Electronic Medical Record

Ability to import encounter data from carrier to provide historical patient encounter information

Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format

Health Savings Account processing
For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient’s deductible. Presently we do not offer this.

One Point of Contact
An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.

Clinical Coverage Plan
Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.

Monthly Reviews
Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.

Annual Review
Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.

Ongoing Health Promotions
Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations

Strategic Planning
Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Monthly client activity and trends report
Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations

Annual reports including:
Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.

Review of health center operations including health center volumes and patient engagement

Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:

Flu vaccine and related supplies supplied at current rates.

Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.

Travel costs for health center staff and health screeners to visit participants at offsite locations.

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION AND OFFER FORM
Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

INVITATION TO NEGOTIATE

ONSITE EMPLOYEE HEALTH CLINIC ADMINISTRATION
Solicitation Number PD 19-20.035

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order
Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the proposer offer shall result in the proposal being rejected as non-responsive.***

Scope of Services			
Primary Care	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Acute and Episodic Care	Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries		

Primary Care	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Management of Chronic Conditions	Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.		
	For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.		
	For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated.		
Routine annual exams and screenings	Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.		
	Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.		

Primary Care	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to Client that is not included in the annual fee.		
Immunizations	Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.		
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.		

Health Maintenance and Disease Prevention	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Health Risk Assessment	Administered online or in paper version screens		
	General health and well-being		
	Health history including symptoms, conditions and family history		
	Tobacco use, alcohol use and stress levels		
Comprehensive Heath Review (CHR)	For high risk individuals and individuals with chronic disease a CHR		
	Online access to complete the Health History and Risk Assessment (HHRA)		
	1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals		

Health Maintenance and Disease Prevention	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Lifestyle Risk Reduction	For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach		
	Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.		
	Individualized change management plans		
	Proactive support		

Chronic Condition Coaching	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.		
	Coaching, symptom monitoring, and disease education		

Health Engagement System Technology Platform	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)	· Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content		
	· Online scheduling system and secure messaging		
	· Electronic Medical Record		
	· Ability to import encounter data from carrier to provide historical patient encounter information		
	· Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format		
Health Savings Account processing	· For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.		

Account Management and Advisory Services	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.		
Clinical Coverage Plan	Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.		
Monthly Reviews	Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.		
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.		
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations		

Account Management and Advisory Services	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Strategic Planning	Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.		

Management Reporting and Analysis	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations		

Management Reporting and Analysis	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Annual reports including:	● Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.		
	● Review of health center operations including health center volumes and patient engagement		
	● Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.		

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:	Per unit cost of the service(s)
· Flu vaccine and related supplies supplied at current rates.	
· Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.	
· Travel costs for health center staff and health screeners to visit participants at offsite locations (locations other than those regularly operated health centers included at the top of this Schedule A).	

PLEASE NOTE WHAT EQUIPMENT IS IN THE IMPLEMENTATION FEE:		**Include in implementation fee (Y or N)**	**Per unit cost of the equipment**
Medical Equipment			
· Exam table(s)			
· Phlebotomy chair			
· Cholestech (system)			
· AED			
· Autoclave			
· Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.			
· Internet connectivity and telephone service for clinic staff (monthly)			
PLEASE LIST ADDITIONAL EQUIPMENT NEEDS BELOW:			
Lab Storage Cabinet			
Medical Grade Fridge			
Medical Grade Freezer			
Lab Fridge			
Exam Room Equipment			
Lab Room Equipment			

Exhibit B - Clinic Lab Fees	
Master On-site Clinic Lab Testing List	
Test Name	**Cost per unit**
Urinalysis	
Pregnancy Test, Urine	
COMPREHENSIVE METABOLIC PANEL (10231)	
TSH W/REFLEX TO FT4 (36127)	
Hemoglobin A1c	
CBC (INCLUDES DIFF/PLT) (6399)	
Lipid Panel (In-house)	
HEMOGLOBIN A1c (496)	
LIPID PANEL (7600)	
Glucose (finger stick)	
Hemoglobin	
CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	
CULTURE, URINE, ROUTINE [395]	
THINPREP PAP RFX HR HPV (92085)	

Test Name	Cost per unit
VITAMIN D, 25-HYDROXY, LC/MS/MS (17306)	
MICROALBUMIN, RANDOM URINE (W/CREATININE) (6517)	
HEPATIC FUNCTION PANEL (10256)	
HIV AB, HIV 1/2, EIA, WITH REFLEXES (19728)	
HELICOBACTER PYLORI AG, EIA, STOOL (34838)	
URINALYSIS, COMPLETE (5463)	
RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING (36126)	
FERRITIN (457)	
TSH (899)	
SED RATE BY MODIFIED WESTERGREN (809)	
ANA IFA SCREEN W/REFL TO TITER AND PATTERN, IFA (249)	
(urine)CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	
CBC (H/H, RBC, INDICES, WBC, PLT) (1759)	
IRON AND TOTAL IRON BINDING CAPACITY (7573)	
RHEUMATOID FACTOR (4418)	
Urine Dipstick	
CULTURE, GENITAL (4558)	
THINPREP TIS PAP RFX HPV (58316)	

If your company provides any of these tests as part of the clinic operations, please confirm the cost for each test.

Exhibit C - Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
ACID CONTROLLER	FAMOTIDINE	30 x 20MG TAB	
ALBUTEROL SULFATE	ALBUTEROL SULFATE	3 x 2.5MG/3ML VIAL ML	
ALLERGY RELIEF	DIPHENHYDRAMINE HCL	30 x 25MG CAP	
ALLER-TEC	CETIRIZINE HCL	90 x 10MG TAB	
ALYACEN 7/7/7	NORETHINDRONE-ETHINYL ESTRAD	28 x 7 DAYS X 3 TAB	
AMARYL	GLIMEPIRIDE	90 x 4MG TAB	
AMITRIPTYLINE HCL	AMITRIPTYLINE HCL	30 x 25MG TAB	
AMOX TR-POTASSIUM CLAVULANATE	AMOXICILLIN/POTASSIUM CLAV	100 x 400-57MG/5 SUSP ML	
AMOXICILLIN	AMOXICILLIN	100 x 400MG/5ML SUSP ML	
AMOXICILLIN	AMOXICILLIN	30 x 500MG CAP	
AMOXICILLIN	AMOXICILLIN	150 x 250MG/5ML SUSP ML	
AMOXICILLIN	AMOXICILLIN	20 x 875MG TAB	

Brand Name/Use	Generic Name	Dosage	Cost per unit
ANTIBIOTIC EAR SUSPENSION	NEOMYCIN/POLYMYXIN B/HYDROCORT	10 x 3.5-10K-1 DROP ML	
ANTI-DIARRHEAL	LOPERAMIDE HCL	15 x 2MG CAP	
ANTIFUNGAL	CLOTRIMAZOLE	30 x 1% CREAM CREA GM	
AUGMENTIN	AMOXICILLIN/POTASSIUM CLAV	20 x 875-125MG TAB	
BACTROBAN	MUPIROCIN 2% 22GM	22 x 2% 22GM OINT GM	
BIAXIN	CLARITHROMYCIN	20 x 500MG TAB	
BICILLIN L-A	PENICILLIN G BENZATHINE	10 x 1.2MM/2ML SYRI ML	
BLEPH-10	SULFACETAMIDE SODIUM	15 x 10 % DROP ML	
BONINE	MECLIZINE HCL	30 x 25MG TAB CHEW	
CARDURA	DOXAZOSIN	30 x 4MG	
CELEXA	CITALOPRAM HYDROBROMIDE	30 x 20MG TAB	
CEPHALEXIN	CEPHALEXIN	100 x 250MG/5ML SUSP ML	
CHILD IBUPROFEN	IBUPROFEN	120 x 100MG/5ML ORAL ML	
CHILDREN'S NON-ASPIRIN	ACETAMINOPHEN	120 x 160MG/5ML LIQU ML	
CIPRO	CIPROFLOXACIN HCL	14 x 500MG TAB	
COZAAR	LOSARTAN POTASSIUM	90 x 100MG TAB	
COZAAR	LOSARTAN POTASSIUM	90 x 50MG TAB	
DEPO-PROVERA	MEDROXYPROGESTERONE ACETATE	1 x 150MG/ML VIAL ML	
DIFLUCAN	FLUCONAZOLE	1 x 150MG TAB	
DIPHEDRYL	DIPHENHYDRAMINE HCL	120 x 12.5MG/5ML LIQU ML	
ELIMITE	PERMETHRIN	60 x 1% LOT GM	
FERROUSUL	FERROUS SULFATE	100 x 325(65)MG TAB	
FLAGYL	METRONIDAZOLE	14 x 500MG TAB	
FLEXERIL	CYCLOBENZAPRINE HCL	21 x 10MG TAB	
FLOMAX	TAMSULOSIN HCL	30 x 0.4MG CAP	
FLONASE	FLUTICASONE PROPIONATE	16 x 50MCG SPR GM	
FLOVENT HFA	FLUTICASONE PROPIONATE	12 x 110MCG AER GM	

Brand Name/Use	Generic Name	Dosage	Cost per unit
GAS RELIEF 80	SIMETHICONE	30 x 80MG TAB CHEW	
GLUCOPHAGE	METFORMIN HCL	180 x 1000MG TAB	
GLUCOPHAGE ER	METFORMIN HCL ER	90 x 500MG TAB	
GLUCOTROL	GLIPIZIDE	30 x 10MG TAB	
HYDROCHLOROTHIAZIDE	HYDROCHLOROTHIAZIDE	90 x 25MG TAB	
HYDROCORTISONE	HYDROCORTISONE	30 x 2.5% CRM GM	
HYDROXYZINE HCL	HYDROXYZINE HCL	20 x 25MG TAB	
IMITREX	SUMATRIPTAN SUCCINATE	9 x 50MG TAB	
KEFLEX	CEPHALEXIN	40 x 500MG CAP	
LAMISIL	TERBINAFINE HCL	30 x 250MG TAB	
LANTUS	INSULIN GLARGINE,HUM.REC. ANLOG	10 x 100/ML VIAL ML	
LEVAQUIN	LEVOFLOXACIN	10 x 500MG TAB	
LEXAPRO	ESCITALOPRAM OXALATE	90 x 10MG TAB	
LIPITOR	ATORVASTATIN CALCIUM	90 x 40MG TAB	
LOPID	GEMFIBROZIL	30 x 600MG	
LOPRESSOR	METOPROLOL TARTRATE	30 x 50MG TAB	
LUTERA	LEVONORGESTREL-ETHIN ESTRADIOL	28 x 0.1-0.02 TAB	
MACRODANTIN	NITROFURANTOIN MACROCRYSTAL	28 x 100MG CAP	
METROGEL-VAGINAL	METRONIDAZOLE	70 x 0.75 % GEL GM	
MOTION SICKNESS	MECLIZINE HCL	20 x 25MG TAB	
MOTRIN	IBUPROFEN	30 x 800MG TAB	
MUCINEX DM	GUAIFENESIN/DEXTROMETHORPHAN	20 x 600MG-30MG TAB	
NAPHCON-A	NAPHAZOLINE HCL/PHENIRAMINE	1 x 0.025-0.3% DROP ML	
NAPROSYN	NAPROXEN	30 x 500MG TAB	
NASAL DECONGESTANT	OXYMETAZOLINE HCL	15 x 0.05 % SPR ML	
NEURONTIN	GABAPENTIN	90 x 100MG CAP	
NOBLE FORMULA HC	HYDROCORTISONE	30 x 1% CRM GM	
NON-ASPIRIN EXTRA STRENGTH	ACETAMINOPHEN	30 x 500MG TAB	
NORVASC	AMLODIPINE BESYLATE	90 x 5MG TAB	

Brand Name/Use	Generic Name	Dosage	Cost per unit
NYSTATIN	NYSTATIN	30 x 100,000 UNIT CRM GM	
OYSTERCAL-D	CALCIUM CARBONATE/VITAMIN D3	60 x 500MG-400 TAB CHEW	
PENICILLIN V POTASSIUM	PENICILLIN V POTASSIUM	28 x 500MG TAB	
PEPCID	FAMOTIDINE	30 x 40MG TAB	
PREDNISONE	PREDNISONE	30 x 10MG TAB	
PRELONE	PREDNISOLONE	15MG/5ML 60 SOLN	
PRILOSEC	OMEPRAZOLE	90 x 20MG CAP	
PRINIVIL	LISINOPRIL	90 x 20MG TAB	
PROAIR HFA	ALBUTEROL SULFATE	8.5 x 90MCG HFA GM	
PROMETHAZINE HCL	PROMETHAZINE HCL	30 x 25MG	
PROZAC	FLUOXETINE HCL	30 x 20MG CAP	
ROMYCIN	ERYTHROMYCIN BASE	3.5 x 5MG/GRAM OINT GM	
SEPTRA DS	SULFAMETHOXAZOLE/TRIMETHOPRIM	14 x 800-160MG TAB	
SINGULAIR	MONTELUKAST SODIUM	30 x 10MG TAB	
ST. JOSEPH ASPIRIN	ASPIRIN	120 x 81MG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 125MCG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 75MCG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 100MCG TAB	
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 50MCG TAB	
TEARS NATURALE	DEXTRAN 70/HYPROMELLOSE	15 x DROP ML	
TENORMIN	ATENOLOL	90 x 50MG TAB	
TRAZODONE HCL	TRAZODONE HCL	30 x 100MG TAB	
TRIAMCINOLONE ACETONIDE	TRIAMCINOLONE ACETONIDE	15 x 0.5% CRM GM	
TUSSIN DM	GUAIFENESIN/DEXTROMETHORPHAN	120 x 100-10MG/5 SYRU ML	
VIBRAMYCIN	DOXYCYCLINE HYCLATE	20 x 100MG CAP	
WELLBUTRIN SR	BUPROPION HCL	60 x 150MG TAB	
XULANE	NORELGESTROMIN/ETHIN.ESTRADIOL	3 x 150-35/24H PATC	
ZESTORETIC	LISINOPRIL/HYDROCHLOROTHIAZIDE	90 x 20MG-25MG TAB	

Brand Name/Use	Generic Name	Dosage	Cost per unit
ZESTRIL	LISINOPRIL	90 x 40MG TAB	
ZESTRIL	LISINOPRIL	90 x 10MG TAB	
ZITHROMAX	AZITHROMYCIN	6 x 250MG TAB	
ZOCOR	SIMVASTATIN	90 x 40MG TAB	
ZOCOR	SIMVASTATIN	90 x 20MG TAB	
ZOFRAN ODT	ONDANSETRON	10 x 8MG TAB	
ZOLOFT	SERTRALINE HCL	30 x 50MG TAB	
ZOVIRAX	ACYCLOVIR	35 x 800MG TAB	
ZYLOPRIM	ALLOPURINOL	30 x 300MG TAB	

If your company provides any of these medications as part of the clinic operations, please confirm the cost for each medication.

Exhibit D Clinic Budget

Detailed Onsite Clinic Costs and Projected Utilization

Facility Development Metrics

Facility design, equipment, and implementation costs	2020	2021	2022	2023	2024
Clinic Design Costs		N/A	N/A	N/A	N/A
Projected pass thru costs for build out of facility		N/A	N/A	N/A	N/A
Pass thru costs for equipment (to be owned by SDPBC)		N/A	N/A	N/A	N/A
Set up/Implementation Fee		N/A	N/A	N/A	N/A
Total Start-up Expenses		N/A	N/A	N/A	N/A

Annual Operating Costs

Salaries, Wages, and Benefits	2020	2021	2022	2023	2024
Physician					
Nurse Practitioner					
Registered Nurse					
Medical Assistant					
Receptionist					
Other (please specify)					
Replacement Costs					
Total Salaries, Wages and Benefits					
Medical Supplies	**2020**	**2021**	**2022**	**2023**	**2024**
Medical Supplies					
Pharmaceutical Supplies					
Annual Operating Costs					

Salaries, Wages, and Benefits	**2020**	**2021**	**2022**	**2023**	**2024**
Immunizations/Vaccinations					
Total Medical Supplies					
Supplies + Fees	**2020**	**2021**	**2022**	**2023**	**2024**
Office Supplies					
Lab Supplies					
HRAs					
Technology Services					
Computer Supplies					
Datalines					
IT Security (Technology Services)					
Payment Processing Fees					
Total Supplies and Fees					
Insurance	**2020**	**2021**	**2022**	**2023**	**2024**
Medical Malpractice Insurance					
Other Insurance					
Total Insurance					
Other Expenses	**2020**	**2021**	**2022**	**2023**	**2024**
Dues & Subscriptions					
Licenses & Certifications					
Staff Recruitment					
Laundry & Uniforms					
Medical Waste Removal					
Professional Development (Education & Conference)					
Promotion & Communication					
Travel					
Total Other Expenses					
Management Fee	**2020**	**2021**	**2022**	**2023**	**2024**
General & Administrative Services					
Management Fee					
Total Management Fees					
Total Fees	**Total**	**Total**	**Total**	**Total**	**Total**
Total Operating Expenses					
Net Operating Expenses (Total Operating - Medical Supplies)					
Notes:					

Projected Clinic Utilization (Unique Count)	2020	2021	2022	2023	2024
Engagement					
Unique Member Visits					
Preventive Care (Well Man, Well Visit, Well Woman)					
Sick/Episodic Visit					
Disease Management					
Total Engagement					
Other Services (Unique visit not included above)					
HRA and HRA Follow-up					
Blood Draw/Labs					
Blood Pressure Check					
Immunization					
Other (Example: Telemedicine)					
Total Other Services					
Combined On-site Clinic Engagement and Services					

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____
OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Provider shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

Verified by:_____ Date:_____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____

NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

_____
Business Name

By:_____
Signature

Name:_____
Printed

Title:_____
Printed

Date:_____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

March 20, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 1:

Re: PD 19-20.035, Onsite Employee Health Clinic Administration

All:

Your firm recently received an Invitation to Negotiate for the above-mentioned specification.

This Addendum Number 1 provides for:

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

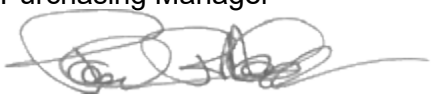
Mailing date of proposals	March 16, 2020
Mandatory Pre-Proposal Conference	**10:00 a.m., CST, March 25, 2020**

Due to the current COVID 19 crisis Escambia County will be offering the availability of attending via Skype or conference call. In order to be able to accommodate both options there will be a need to identify individuals that need to attend and which option is being requested. Submit this information to my attention via email, prnobles@myescambia.com.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 8, 2020

To: All Known Prospective Proposers

ADDENDUM NUMBER 2:

Re: PD 19-20.035, Onsite Employee Health Clinic Administration

All:

Your firm recently received an Invitation to Negotiate for the above-mentioned specification.

This Addendum Number 2 provides for:

I. PROPOSAL SUBMITTAL

- **PROPOSER'S CHECKLIST (Page i)**
  - ~~Two (2) Hard Copy (with original signatures as required) of their ITN Response, one marked ITN Response and one marked Confidential / Financial Response~~.
  - Three (3) ~~Two (2)~~ electronic copies of the ITN response,
    - One (1) in PDF format original signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - ~~One in Microsoft Word and Excel format (signatures not required) with:~~
      - ~~Exhibit A Questionnaire – Word~~
      - ~~Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit E Clinic Budget - Excel (spreadsheet provided)~~
    - Two (2) Electronic Files, and;
      - Exhibit A Questionnaire – Word
      - Electronic Exhibit Response – Excel Spreadsheet (includes)
        - Scope of Services
        - Exhibit B – Clinic Lab Fees
        - Exhibit C – Clinic Pharmacy Fees
        - Exhibit D – Clinic Budget
    - One (1) in PDF format COMPANY FINANCIALS (Confidential)

- **SPECIAL TERMS AND CONDITIONS (page 4)**
  4. <u>Proposal Forms</u>

  This Solicitation contains a Solicitation and Offer Form and Proposal Form which shall be submitted in a sealed envelope, ~~in duplicate~~ with ~~Original~~ signatures in ~~indelible ink~~ signed in the proper spaces. Responses on vendor forms will not be accepted.

- **SOLICITATION AND OFFER FORM (page 35)**
  <u>OFFER</u> (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment _____

Service commencement Date will be _____ days after receipt of purchase order
Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (___) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer
(~~Original~~ Signature Required)

**** Failure to execute this Form binding the proposer offer shall result in the proposal being rejected as non-responsive.***

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

PART II <u>GENERAL PROPOSAL AND CONTRACT INFORMATION</u>, 2-9, <u>PROPOSAL CONTENT AND SIGNATURE</u> (page18)

All proposers shall provide a straight forward and concise description of their ability to meet the ITN requirements. There shall be avoidance of fancy bindings and promotional material within.

- Proposers shall provide as follows:
  - ~~Two (2) Hard Copy (with original signatures as required) of their ITN Response, one marked ITN Response and one marked Confidential / Financial Response~~.
  - <u>Three (3)</u> ~~Two (2)~~ electronic copies of the ITN response,
    - One <u>(1)</u> in PDF format <u>original</u> signatures not required, one searchable file, with each exhibit, Questionnaire, Clinic Lab Fees, Clinic Pharmacy Fees, and Clinic Budget bookmarked, and;
    - ~~One in Microsoft Word and Excel format (signatures not required) with:~~
      - ~~Exhibit A Questionnaire – Word~~
      - ~~Exhibit B Clinic Lab Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit C Clinic Pharmacy Fees – Excel (spreadsheet provided)~~
      - ~~Exhibit E Clinic Budget - Excel (spreadsheet provided)~~

- Two (2) Electronic Files, and;
  - Exhibit A Questionnaire – Word
  - Electronic Exhibit Response – Excel Spreadsheet (includes)
    - Scope of Services
    - Exhibit B – Clinic Lab Fees
    - Exhibit C – Clinic Pharmacy Fees
    - Exhibit D – Clinic Budget
    - One (1) in PDF format COMPANY FINANCIALS (Confidential)

PART III INFORMATION REQUIRED FROM PROPOSERS, 3-6 COMPANY FINANCIALS (Confidential ~~Separate Envelope~~) (page 25), See above

Proposers must provide financial statements giving the County enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

II. Response to Questions and Clarifications:

A. Firm A Questions

Staffing/Hours of Operation

- What is the existing clinic's current staffing model? Looking for the most cost-effective model from each vendor
- Does Escambia County prefer to retain current staff or is Escambia County looking for the selected vendor to replace existing staff? Ask the vendor to provide best staff possible
  - If it is desired to retain incumbent staff, are they available for hire or is there a noncompete in place? Is current salary information available? Staff are hired by current employer. County does not provide data on status of outside vendor employment.
  - Please provide the details on job scope for each of the positions at the current clinic. Staff are hired by current employer. County does not provide data on status of outside vendor employment.
- Clinic Operations
  - Is the clinic open during lunch hours? Yes
  - Is the new vendor required to model based on the current hours of operation or can vendor model with recommended hours of operation? Looking for the most cost-effective model from each vendor

    - What is Escambia County's expectation for after-hours care? Looking for vendors to provide most cost-effective and impactful strategy
- What are the typical visit durations (20 min, 30 min, etc)? Looking for the most cost-effective model from each vendor

Scope of Services

- Is Escambia County considering expanding the current scope of services? Yes
- Please confirm whether flu shots may occur in-clinic or will flu shots be available exclusively as part of a flu event/clinic outside of normal patient visits? What percentage of the eligible population current receives annual flu shots? The onsite clinic gives flu shots at the onsite clinic as well as off site events (health fairs, office buildings, jail, etc.). We gave 380 flu shots in 2019
- What are the expectations with respect to performing pre-employment physicals and treating work-related injuries at the clinic? Selected vendor to provide these service
- Does Escambia County currently have any disease management or active case management programs in place? If so, please explain. Limited services at this time
- Please confirm that pharmacy services, such as prepackaged medication dispensing, are desired. Yes
- It is stated that lab orders from the onsite provider are to be drawn in the lab. Would Escambia County also be willing to allow outside orders to be drawn in the clinic? Prefer to handle as part of onsite services
- Biometric Events
    - Will biometric events only be open to employees or would spouses/dependents be able to participate? Both employees and family
    - What percentage of the population would you expect to participate in biometric screenings events? Please provide a la carte pricing for biometric screenings
- Would Escambia County be willing to share PBM data to ensure that the proposed solutions or opportunities for Escambia County are appropriately priced and modeled? Minimum information needed from PBM: We will share with the selected vendor
    - NDC, Qty, Days, and any data fields related to cost such as patient pay, ingredient cost, plan pay, deductible, dispensing fee, etc.
- Does Escambia County currently have any wellness programs in place? If so, please explain. Not currently.
    - Are Escambia County's wellness programs incentivized?
    - Who is the current provider of wellness services?
    - What is the current level of participation in the wellness program?
    - Does the current wellness program include HRA, biometric screenings, and/or wellness coaching?

Benefit/Plan Design

- Would Escambia County be willing to share summary claims data? This is information from Dave at BCBS
- COUNTY

Annual PCP Visits	6,596	$62.51
Annual Specialist Visits	10,411	$58.35
Annual ER Visits		
Annual Lab Visits	757	$5.23
Annual Urgent Care Visits	688	$75.21
Annual Prescriptions	2611 (2092 Generic, 111 (multi brand) and 408 (single source brand)	$36.75 (16.27/41.27/140.56)

- SHERIFF

Annual PCP Visits		3,040	$16.80
Annual Specialist Visits		8,827	$92.02
Annual ER Visits		224	$1,209.76
Annual Lab Visits			
Annual Urgent Care Visits		1058	$129.24
Annual Prescriptions	12199		$86.46

    - Provider office visits per 1000; the average cost of a provider visit
    - Lab encounters per 1000; average costs of a lab encounter
    - Ancillary encounters per 1000; average cost of encounter
    - Specialist visits per 1000; average cost of a specialist visit; specialist visits by specialist type (physical therapy, chiropractic, pediatric, psychiatry, radiology, pathology, etc.)
    - ER/urgent care visits per 1000; the average cost of an ER/urgent care visit
    - Hospital inpatient admissions per 1000; the average cost of an inpatient admission
    - If unable to provide summary claims data, can Escambia County provide what their biggest cost drivers in terms of medical spend are at present?
- Will Escambia County be incentivizing employee behavior to utilize the clinic through a change in benefit design? Evaluating options for enhancing wellness strategy
- Insurance:
    - Does Escambia County know whether they have a market level fee, above market level fee, or below market level fee? Not necessary to complete ITN
    - What network arrangement does Escambia County have with their insurance carrier? Narrow network or broad network? Broad

- Can Escambia County share their current benefit plan design (BPD) for all health partners?
    - If Escambia County is unable to share their BPD, can Escambia County provide the estimated number of plan participants who are enrolled in an HSA plan? Included in a separate cover, find the SBC for each plan
    - If Escambia County is unable to share the BPD, can they share their list of vendors?
- Would Escambia County provide an employee census, inclusive of zip codes, for geo-plotting purposes? Not available by Wednesday. We will share the data with selected vendor.
    - At a minimum, would Escambia County provide the number of employees who live within 5 miles of the clinic? 10 miles? And 15 miles?

Space/Facility

- Would Escambia County share a floorplan inclusive of data/electric/plumbing locations? See Attached Drawings
    - If possible, an AutoCAD drawing would be preferred. Not available
- What is the total square footage of the current clinic? See Attached Drawings
- It is mentioned that the county has an additional 1,920 square feet of space available for build out.
    - Is this additional space adjacent to your current health center or is this a separate location?
- Can Escambia County provide a current equipment list, including approximate remaining useful life, maintenance and calibration logs? County does annual inventory at clinic
- Who owns the equipment/furniture/computers/phones and supplies in the current center? Escambia County/Sheriff own the equipment with the exception of the computers (thin clients)
- Who owns the phone lines/phone numbers currently in place for the health center? Escambia County
- Does Escambia County currently pay for the following services or are these covered by the current clinic administrator? Escambia County
    - Janitorial services Escambia County
    - Security Escambia County
    - Waste Disposal – Biohazard waste to be handled by the vendor
    - Facility Maintenance Escambia County
    - Grounds Maintenance Escambia County

Misc./Operational

- What file format should Exhibit A, Exhibit B, Exhibit C and Exhibit E be returned in? PDF? Any files containing financial information should be returned in the Excel file format provided
- What file format should the Scope of Work be returned in? Do Exhibits B and C need to be included with the Scope of Work or as separate files? Any files containing financial information should be in the Excel file format provided
- What is the average hourly wage for Escambia County employees and the projected net growth rate? Not necessary to complete ITN

- Please clarify the anticipated takeover date should a new vendor be chosen for the clinic. If a new vendor is selected, the takeover will occur in August

Chronic Condition Management (CCM)

- Does Escambia County want the health center providers to manage chronic conditions as part of the primary care model or are they looking for the added support of a formal chronic condition management program and the additional staff resources (i.e. Certified Diabetic Nurse Educator) to support high-risk members? Yes
- Does Escambia County have specific requirements regarding which specific conditions (i.e. diabetes, hypertension, asthma, COPD, etc.) would be covered under CCM services? Escambia County expects the clinic chronic disease management program will follow the best practices consistent with nationally published standards and guidelines
- Does Escambia County plan to provide any incentives to participate or consideration of incentives for those enrolled? This may include low or no-cost medications. The County is evaluating options for promoting targeted programs
- What is the prevalence of chronic conditions by type (diabetes, heart disease, asthma/COPD, etc.) in Escambia County's workforce/dependent population who are eligible to use the clinic services? Please assume the county's prevalence of conditions are consistent with national norms.
- Does Escambia County current health plan offer any diabetes management programs? If so, what are the current participation rates? Are there any expectations for the new health vendor to integrate with those services? Escambia County is looking to provide members with a total health care experience. Please included the lowest cost, highest impact solutions as part of your organization's proposal.

Occupational Health Services

- Please provide the current occupational health services provided by or facilitated by Escambia County.

Service	Yes	No	Annual Qty performed	Vendor	Cost per unit
Pre-employment physicals			1156		
Pre-employment drug screening	N/A				
Reasonable suspicion drug testing	N/A				
Post-accident drug testing	N/A				
DOT physicals and drug testing			17		
OSHA hearing surveillance program			335		
Haz Mat Physicals			Meth lab physical for Sheriff: 12		
Respirator fit testing			335		

Spirometry testing			335		
Travel physicals (including vaccinations)	N/A				
Worksite job analysis	N/A				
Worksite injury/illness initial treatment	N/A				
Work related injury/illness follow-up treatment	N/A				
Workers compensation case management	N/A				
Other OSHA surveillance programs (please clarify)	N/A				
Fit for duty	N/A				
Return to work examinations	N/A				
Other (please list):					

- If Escambia County employs occupational health staff, what is the current staffing model? Please include the necessary staffing as part of your overall proposal
- What is Escambia County's current annual Occupational Health cost (including cost of services outsourced to other vendors)? Not necessary to complete ITN
- What is Escambia County's Current work comp claims spend? Not necessary to complete ITN
- What is Escambia County's number of annual injuries? Not necessary to complete ITN
- What is Escambia County's number of annual OSHA recordables? Not necessary to complete ITN
- Please describe how work comp injury case management is currently managed. Does Escambia County foresee any changes to this process? Not necessary to complete ITN

B. <u>Firm B Questions</u>

1. "Annual Fees shall be firm for the entire length of the initial contract term" – does this mean that Escambia will not accept annual price increases for the first 5 years of a contract that cover annual cost of living increases for staff? Please provide the most cost-effective budget for the term of the Agreement

2. Do we to ask a question that guides the County into the proper staffing model. For example:
   The County has requested that the clinician be the health coach for employees/dependents. Clinicians are able to provide health education and counseling but are not sufficiently trained to create individual change management plans (i.e. create a weight loss plan, a workout plan, or an individualized nutritional plan), measure daily progress with those plans, and provide on-going wellness coaching. This is the role of a health coach who is trained to provide participants'

customized health plans to cultivate a healthier lifestyle. The clinician can treat/diagnosis medical issues but would hand off to a health coach for individualized program construction to achieve goals.

Is it the intent of the County to add this role to the existing staffing model? Please provide the most cost-effective staffing model for the term of the Agreement

3. The County asks the question, "Do you offer performance guarantees against the IHI's Triple Aim of patient satisfaction, improved health outcomes and redirected claims savings?"
   Has the County conducted a self-assessment, created a leadership team, and collected claims data and population outcome measures to establish a framework specific to the IHI Triple Aim initiative? No, the County has not done the analysis.
   - If so, can the County outline the measures the County will be tracking so we can offer PG's that align to the County's program?

   Many vendors feel the IHI's Triple Aim is the most comprehensive way to demonstrate the impact of the clinic on:
   The triple AIM will be measure on the following metrics:
   A. **Clinical outcomes**. Specifically, the County wants clinic vendors to report on how high-risk members and individuals with chronic conditions are improving the management of their conditions. For example:
      a. Are people with high cholesterol lowering their specific levels?
      b. Are people with high blood pressure lowering the values?
      c. Are people with diabetes managing their A1C towards target levels?
   B. **Controlling health care costs**. If the County reviews their Total Medical Costs, Total Pharmacy Costs, and the Total Clinic Costs, they create a metric called the Comprehensive Medical Spend. The County wants to monitor the trend of the Comprehensive Medical Spend on a yearly basis. The County will use the Comprehensive Medical Spend data as a benchmark to understand whether the costs are escalating, remaining flat, or declining.
   C. **Client satisfaction**. The County wants vendors to evaluate/report the following key metrics:
      a. Participant satisfaction. Beyond the NPS score, we want clinic vendors to identify where member feel there are opportunities to engage more members in the clinic.
      b. Client senior management satisfaction. Like the Participant Satisfaction, we want clinic vendors to survey our senior management to identify where there are opportunities to take the clinic to the next level of quality and service.
4. Can you confirm all the details on how to digitally submit the proposal? Proposals should be uploaded as a two separate PDF's (through Vendor Registry
5. We have a Certificate of Insurance that can be provided with the submission. Do we still have to submit a letter from our insurance carrier to verify coverage or can we simply submit the COI? (We understand that a COI is not required until the vendor's proposal is accepted, hence our asking if we already have the COI, can we submit in lieu of the letter from the insurance carrier?) Yes

6. Depending on local, state, and/or federal orders related to COVID-19, will the County make virtual provisions for the initial discussions/negotiations scheduled on May 5 and May 6? Schedules will be established for Skype interviews. Notices will be sent out to short-listed firms.

C. **Firm C questions**

- Current HDHP and PPO plans – Please provide the breakdown of how many enrolled in each plan type?
  - $750 Deductible PPO – 696
  - $500 Deductible PPO – 888
  - HDHP - 157

- Can you send the clinic utilization data? – Rolling 12 months
  - Can you break this down by provider type?
  - Can you break this down by visit type?
    - I.e. chronic condition management vs. acute care.
    - Occupational Health

  See above response
- Can you share claims data? Not necessary to complete ITN
  - Can provide the most recent annual review from Florida Blues
    - Utilization by service types

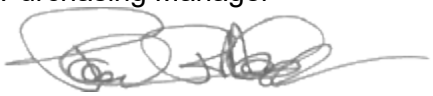
- Can you provide a floor plan of the existing clinic / your proposed plan for expansion?
  See above
- Can you provide the current staffing model?
  See above
- Can you provide the current engagement rate?
  See above
- Average population age?
  Not necessary to complete ITN
- Please confirm if the County owns the clinic equipment or is it owned by your current clinic vendor?
  See above
- Reason for going out to RFP? County's fiduciary responsibility
  - What does success look like for you? Cost effective services that promote health and well being for the members
  - What is the goal for the employee health center? Improve health status and manage claims costs
  - Please describe the process for setting appointments Please provide your best recommendation
    - % of walk in visits Primary Care
    - % of scheduled visits Primary Care
    - % of walk in visits Occ Health
    - % of scheduled visits Occ Health

- Target clinic opening date?
  See above
- Scope of current occupational health services?
  See above
- Total number of occ health visits (also broken down by type if possible)
  See above
- Were all the occ health visits listed on page 29 handled in the clinic?
  See above
- Which clinic staff member is currently providing the DOT physicals? RN, NP, etc.
  See above

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Escambia County Plans

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-664-5295 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$1,000** Per Person/**$3,000** Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$3,250** Per Person/**$9,750** Family. Out-Of-Network: Combined with In-Network.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-664-5295 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: $20 Copay per Visit/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: No Charge	Primary Care Visits: Deductible + 40% Coinsurance/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	40% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: Deductible + 20% Coinsurance/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $40 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $100 Copay per Visit/ Hospital Option 1: $150 Copay per Visit	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: $350 Copay per Visit	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 20% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$200 Copay per Visit + 20% Coinsurance	$200 Copay per Visit + 20% Coinsurance	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	————none————
	Urgent care	Urgent Care Visits: $50 Copay per Visit/ Value Choice Provider: $0 Copay - Visits 1-2 $65 Copay for	Urgent Care Visits: Deductible + $50 Copay per Visit/ Value Choice Provider: Not Covered	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		remaining Visits		
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $750 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $750 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-664-5295. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$1,000
Specialist Coinsurance	20%
Hospital (facility) Copayment	$750
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$1,000
Copayments	$800
Coinsurance	$300
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$1,000
Specialist Coinsurance	20%
Hospital (facility) Copayment	$750
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$600
Copayments	$1,600
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,260**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$1,000
Specialist Coinsurance	20%
Hospital (facility) Copayment	$750
Other Copayment	$200

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,000
Copayments	$200
Coinsurance	$100
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,300**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-664-5295 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$750** Per Person/**$2,250** Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$2,250** Per Person/**$6,750** Family. Out-Of-Network: Combined with In-Network.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-664-5295 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: $15 Copay per Visit/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: No Charge	Primary Care Visits: Deductible + 40% Coinsurance/ Virtual Visits (Telemedicine): Not Covered/ Value Choice Provider: Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	$50 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	40% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: $50 Copay per Visit/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $40 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $100 Copay per Visit/ Hospital Option 1: $150 Copay per Visit	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: $350 Copay per Visit	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 20% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$200 Copay per Visit + 20% Coinsurance	$200 Copay per Visit + 20% Coinsurance	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	————none————
	Urgent care	Urgent Care Visits: $30 Copay per Visit/ Value Choice Provider: $0 Copay - Visits 1-2 $45 Copay for	Urgent Care Visits: Deductible + $30 Copay per Visit/ Value Choice Provider: Not Covered	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		remaining Visits		
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$50 Copay on initial Visit	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Physician Office: $50 Copay per Visit/ Outpatient Rehab Center: $30 Copay per Visit	Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-664-5295. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

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Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$750
Copayments	$500
Coinsurance	$400
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$1,710**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$1,960**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Copayment	$200

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$750
Copayments	$400
Coinsurance	$80
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,230**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákonínzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-664-5295 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$2,100** Per Person. Out-of-Network: **$4,200** Per Person.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$2,100** Per Person. Out-Of-Network: **$8,400** Per Person.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-664-5295 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: Deductible/ Virtual Visits (Telemedicine): Not Covered	Primary Care Visits: Deductible + 20% Coinsurance/ Virtual Visits (Telemedicine): Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible	Deductible + 20% Coinsurance	————none————
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20% Coinsurance/ Hospital: In-Network Deductible	————none————
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	Physician Services: In-Network Deductible/ Hospital: Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-664-5295. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits

Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**

In this example, Peg would pay:

Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**

In this example, Joe would pay:

Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,160**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**

In this example, Mia would pay:

Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

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Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
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civilrightscoordinator@fclife.com

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You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

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ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

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توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
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Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$4,200** Per Person/**$4,200** Family. Out-of-Network: **$8,400** Per Person/**$8,400** Family.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$4,200** Per Person/**$4,200** Family. Out-Of-Network: **$16,800** Per Person/**$16,800** Family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Primary Care Visits: Deductible/ Virtual Visits (Telemedicine): Not Covered	Primary Care Visits: Deductible + 20% Coinsurance/ Virtual Visits (Telemedicine): Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient	Facility fee (e.g., ambulatory	Deductible	Deductible + 20%	————none————

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
surgery	surgery center)		Coinsurance	
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20% Coinsurance/ Hospital: In-Network Deductible	————none————
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	Physician Services: In-Network Deductible/ Hospital: Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services

For more information about limitations and exceptions, see the plan or policy document at **www.[insert].com**.

department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$4,260**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$4,260**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

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ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

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સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

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توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákonínzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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Escambia County Sheriff's Office Plans

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.[insert].com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.[insert].com or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: $750 Per Person/$2,250 Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: $3,000 Per Person/$9,000 Family. Out-Of-Network: Combined with In-Network.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Important Questions	Answers	Why This Matters:
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$10 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	$50 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	$0 Copay per Visit	$0 Copay per Visit	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: $50 Copay per Visit/ Independent Diagnostic Testing Center: $100 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$10 Copay per Prescription at retail, No Charge by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $100 Copay per Visit/ Hospital Option 1: $150 Copay per Visit	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: $350 Copay per Visit	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 20% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$100 Copay per Visit + 20% Coinsurance	$100 Copay per Visit + 20% Coinsurance	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Urgent care	$50 Copay per Visit	Deductible + $50 Copay per Visit	————none————

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	Physician Office: 40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$50 Copay per Visit	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 20% Coinsurance	Deductible + 20% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $500 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	$50 Copay per Visit	Physician Office: Deductible + 40% Coinsurance/ Outpatient Rehab Center: Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 20% Coinsurance	Deductible + 40% Coinsurance	————none————
	Children's eye exam	Not Covered	Not Covered	Not Covered

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Does this plan meet Minimum Value Standards? [Yes / No]

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$750
Copayments	$600
Coinsurance	$400
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$1,810

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	$1,960

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$750
Specialist Copayment	$50
Hospital (facility) Copayment	$500
Other Copayment	$100

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$750
Copayments	$300
Coinsurance	$100
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$1,150

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: $500 Per Person/$1,500 Family. Out-of-Network: Combined with In-Network.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: $2,500 Per Person/$5,000 Family. Out-Of-Network: $4,000 Per Person/$8,000 Family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Important Questions	Answers	Why This Matters:
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$15 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	$30 Copay per Visit	Deductible + 40% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	$0 Copay per Visit	$0 Copay per Visit	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Independent Clinical Lab: No Charge/ Independent Diagnostic Testing Center: $75 Copay per Visit	Deductible + 40% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Physician Office: $30 Copay per Visit/ Independent Diagnostic Testing Center: $75 Copay per Visit	Deductible + 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $30 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: $75 Copay per Visit/ Hospital Option 1: $100 Copay per Visit	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
	Physician/surgeon fees	Deductible + 10% Coinsurance	Ambulatory Surgical Center: Deductible + 40% Coinsurance/ Hospital: Deductible + 10% Coinsurance	————none————
If you need immediate medical attention	Emergency room care	$100 Copay per Visit	$100 Copay per Visit	————none————
	Emergency medical transportation	Deductible + 10% Coinsurance	Deductible + 10% Coinsurance	————none————
	Urgent care	$30 Copay per Visit	Deductible + $30 Copay per Visit	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Hospital Option 1: $250 Copay per Admission	Deductible + 40% Coinsurance	Inpatient Rehab Services limited to 30 days. Option 2 hospitals may have a higher cost-share.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Physician/surgeon fees	Deductible + 10% Coinsurance	Deductible + 10% Coinsurance	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	40% Coinsurance	————none————
	Inpatient services	No Charge	Physician Services: No Charge/ Hospital: 40% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$30 Copay per Visit	Deductible + 40% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible + 10% Coinsurance	Deductible + 10% Coinsurance	————none————
	Childbirth/delivery facility services	Hospital Option 1: $250 Copay per Admission	Deductible + 40% Coinsurance	Option 2 hospitals may have a higher cost-share.
If you need help recovering or have other special health needs	Home health care	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	$30 Copay per Visit	Deductible + 40% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of DME due to use/age.
	Hospice services	Deductible + 10% Coinsurance	Deductible + 40% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Hearing aids	• Pediatric glasses
• Bariatric surgery	• Infertility treatment	• Private-duty nursing
• Cosmetic surgery	• Long-term care	• Routine eye care (Adult)
• Dental care (Adult)	• Pediatric dental check-up	• Routine foot care unless for treatment of diabetes
• Habilitation services	• Pediatric eye exam	• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Chiropractic care - Limited to 35 visits	• Most coverage provided outside the United States. See www.floridablue.com.	• Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes
If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? [Yes / No]
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

For more information about limitations and exceptions, see the plan or policy document at www.[insert].com.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Copayment	$250
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$600
Coinsurance	$200
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$1,360

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Copayment	$250
Other Coinsurance	10%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	$1,960

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Copayment	$250
Other Copayment	$100

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$300
Coinsurance	$70
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$870

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

City of Pensacola Plans

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.floridablue.com/plancontracts/group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: $500 Per Person/$1,000 Family. Out-of-Network: Not Applicable.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: $2,000 Per Person/$4,000 Family. Out-Of-Network: Not Applicable.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	$15 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Specialist visit	$30 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	$15 Copay per Visit	Not Covered	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Tests performed in hospitals may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	$15 Copay per Prescription at retail, $25 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	$30 Copay per Prescription at retail, $75 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	$50 Copay per Prescription at retail, $125 Copay per Prescription by mail	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share	Specialty drugs are subject to the cost share based on	Not covered through Mail Order. Up to 30 day supply for retail.

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		based on applicable drug tier.	the applicable drug tier.	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible + 20% Coinsurance	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	————none————
If you need immediate medical attention	Emergency room care	$100 Copay per Visit	$100 Copay per Visit	————none————
	Emergency medical transportation	Deductible + 20% Coinsurance	In-Network Deductible + 20% Coinsurance	Out-of-Network only covered for emergencies.
	Urgent care	$30 Copay per Visit	Not Covered	Out-of-Network only covered out-of-state.
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible + 20% Coinsurance	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	No Charge	Not Covered	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Inpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	$30 Copay on initial Visit	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	No Charge	Not Covered	————none————
	Childbirth/delivery facility services	Deductible + 20% Coinsurance	Not Covered	————none————
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	————none————
	Rehabilitation services	$15 Copay per Visit	Not Covered	Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	No Charge	Not Covered	Coverage limited to 30 days. Prior Authorization may be required. Your benefits/services may be denied.
	Durable medical equipment	Motorized Wheelchairs:	Not Covered	————none————

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		$500 Copay + Deductible + 20% Coinsurance/All Other: Deductible + 20% Coinsurance		
	Hospice services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care
- Most coverage provided outside the United States. See www.floridablue.com.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Coinsurance	20%
Other No Charge	$0

This EXAMPLE event includes services like:
Specialist office visits *(prenatal care)*
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests *(ultrasounds and blood work)*
Specialist visit *(anesthesia)*

Total Example Cost	$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	$500
Copayments	$30
Coinsurance	$1,500
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	$2,090

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Coinsurance	20%
Other Coinsurance	20%

This EXAMPLE event includes services like:
Primary care physician office visits *(including disease education)*
Diagnostic tests *(blood work)*
Prescription drugs
Durable medical equipment *(glucose meter)*

Total Example Cost	$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	$0
Copayments	$1,900
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	$1,960

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	$500
Specialist Copayment	$30
Hospital (facility) Coinsurance	20%
Other Copayment	$100

This EXAMPLE event includes services like:
Emergency room care *(including medical supplies)*
Diagnostic test *(x-ray)*
Durable medical equipment *(crutches)*
Rehabilitation services *(physical therapy)*

Total Example Cost	$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	$500
Copayments	$200
Coinsurance	$20
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	$720

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS : 1-800-955-8770). FEP : Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره 1-800-352-2583 (TTY: 1-800-955-8770) تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.floridablue.com/plancontracts/group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$2,100** Per Person. Out-of-Network: **$4,200** Per Person.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$2,100** Per Person. Out-Of-Network: **$8,400** Per Person.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible	Deductible + 20% Coinsurance	————none————
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20%	————none————

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
			Coinsurance/ Hospital: In-Network Deductible	
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Physician Office: Deductible / Hospital: Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	In-Network Deductible	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$2,160**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$2,100
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$2,160**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$2,100**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

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Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

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- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

Florida Combined Life:
Civil Rights Coordinator
17500 Chenal Parkway
Little Rock, AR 72223
1-800-260-0331
1-800-955-8770 (TTY)
civilrightscoordinator@fclife.com

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U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-352-2583（TTY: 1-800-955-8770)。FEP：請致電1-800-333-2227

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PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, www.floridablue.com/plancontracts/group. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	In-Network: **$4,200** Per Person/**$4,200** Family. Out-of-Network: **$8,400** Per Person/**$8,400** Family.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the policy, the overall family deductible must be met before the plan begins to pay.
Are there services covered before you meet your deductible?	Yes. Preventive care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits/.
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Yes. In-Network: **$4,200** Per Person/**$4,200** Family. Out-Of-Network: **$16,800** Per Person/**$16,800** Family.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, the overall family out-of-pocket limit must be met.
What is not included in the out-of-pocket limit?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out–of–pocket limit.
Will you pay less if you use a network provider?	Yes. See https://providersearch.floridablue.com/providersearch/pub/index.htm or call 1-800-352-2583 for a list of network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Specialist visit	Deductible	Deductible + 20% Coinsurance	Physician administered drugs may have higher cost shares.
	Preventive care/screening/ immunization	No Charge	20% Coinsurance	Physician administered drugs may have higher cost shares. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible	Deductible + 20% Coinsurance	Tests performed in hospitals may have higher cost-share.
	Imaging (CT/PET scans, MRIs)	Deductible	Deductible + 20% Coinsurance	Prior Authorization may be required. Your benefits/services may be denied. Tests performed in hospitals may have higher cost-share.
If you need drugs to treat your illness or condition More information about **prescription drug coverage** is available at www.floridablue.com/tools-resources/pharmacy/medication-guide	Generic drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order. Responsible Rx programs such as Prior Authorization may apply. See Medication guide for more information.
	Preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Non-preferred brand drugs	Deductible	In-Network Deductible + 50% Coinsurance	Up to 30 day supply for retail, 90 day supply for mail order.
	Specialty drugs	Specialty drugs are subject to the cost share based on applicable drug tier.	Specialty drugs are subject to the cost share based on the applicable drug tier.	Not covered through Mail Order. Up to 30 day supply for retail.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible	Deductible + 20% Coinsurance	————none————
	Physician/surgeon fees	Deductible	Ambulatory Surgical Center: Deductible + 20%	————none————

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
			Coinsurance/ Hospital: In-Network Deductible	
If you need immediate medical attention	Emergency room care	Deductible	Deductible	————none————
	Emergency medical transportation	Deductible	In-Network Deductible	————none————
	Urgent care	Deductible	Deductible	————none————
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible	Deductible + 20% Coinsurance	Inpatient Rehab Services limited to 30 days.
	Physician/surgeon fees	Deductible	In-Network Deductible	————none————
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Deductible	Physician Office: Deductible / Hospital: Deductible + 20% Coinsurance	————none————
	Inpatient services	Deductible	In-Network Deductible	Prior Authorization may be required. Your benefits/services may be denied.
If you are pregnant	Office visits	Deductible	Deductible + 20% Coinsurance	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	Deductible	In-Network Deductible	————none————
	Childbirth/delivery facility services	Deductible	Deductible + 20% Coinsurance	————none————
If you need help recovering or have other special health needs	Home health care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 20 visits.
	Rehabilitation services	Deductible	Deductible + 20% Coinsurance	Coverage limited to 35 visits, including 26 manipulations. Services performed in hospital may have higher cost-share. Prior Authorization may be required. Your benefits/services may be denied.
	Habilitation services	Not Covered	Not Covered	Not Covered
	Skilled nursing care	Deductible	Deductible + 20% Coinsurance	Coverage limited to 60 days.
	Durable medical equipment	Deductible	Deductible + 20% Coinsurance	Excludes vehicle modifications, home modifications, exercise, bathroom equipment

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				and replacement of DME due to use/age.
	Hospice services	Deductible	Deductible + 20% Coinsurance	————none————
If your child needs dental or eye care	Children's eye exam	Not Covered	Not Covered	Not Covered
	Children's glasses	Not Covered	Not Covered	Not Covered
	Children's dental check-up	Not Covered	Not Covered	Not Covered

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Cosmetic surgery
- Dental care (Adult)
- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Pediatric dental check-up
- Pediatric eye exam
- Pediatric glasses
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care unless for treatment of diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Limited to 35 visits
- Most coverage provided outside the United States. See www.floridablue.com.
- Non-emergency care when traveling outside the U.S.

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or www.dol.gov/ebsa/consumer_info_health.html .

For more information about limitations and exceptions, see the plan or policy document at www.floridablue.com/plancontracts/group.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:

This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	**$12,800**
In this example, Peg would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Peg would pay is	**$4,260**

Managing Joe's type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	**$7,400**
In this example, Joe would pay:	
Cost Sharing	
Deductibles	$4,200
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$60
The total Joe would pay is	**$4,260**

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

The plan's overall deductible	**$4,200**
Specialist No Charge	**$0**
Hospital (facility) No Charge	**$0**
Other No Charge	**$0**

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	**$1,900**
In this example, Mia would pay:	
Cost Sharing	
Deductibles	$1,900
Copayments	$0
Coinsurance	$0
What isn't covered	
Limits or exclusions	$0
The total Mia would pay is	**$1,900**

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: www.floridablue.com.

Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

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- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

Florida Blue (including FEP members):
Section 1557 Coordinator
4800 Deerwood Campus Parkway, DCC 1-7
Jacksonville, FL 32246
1-800-477-3736 x29070
1-800-955-8770 (TTY)
Fax: 1-904-301-1580
section1557coordinator@floridablue.com

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17500 Chenal Parkway
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You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Gọi số 1-800-333-2227

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ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-253-008-1 (رقم هاتف الصم والبكم: 1-800-559-0778. اتصل برقم 1-800-333-7222.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: **ફોન કરો** 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โดยติดต่อหมายเลขโทรฟรี **1-800-352-2583 (TTY: 1-800-955-8770)** หรือ **FEP** โทร **1-800-333-2227**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583（TTY: 1-800-955-8770）まで、お電話にてご連絡ください。FEP: 1-800-333-2227

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی رایگان در دسترس شما خواهد بود.
با شماره (TTY: 1-800-955-8770) 1-800-352-2583 تماس بگیرید. FEP: با شماره 1-800-333-2227 تماس بگیرید.

Baa ákoninzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Kojį' hodíilnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí kojį' hodíilnih 1-800-333-2227.

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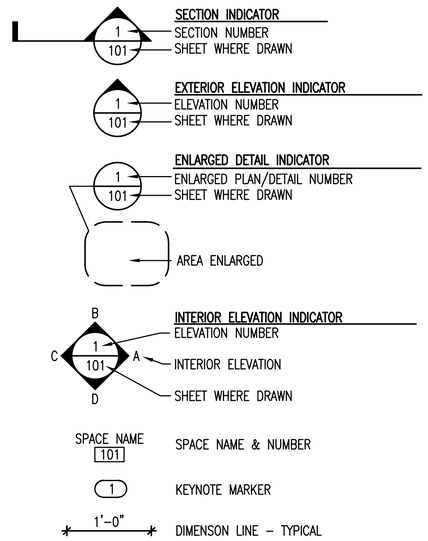
Building Drawings

BAYLEN STREET MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

DRAWING SYMBOLS LEGEND



BID OPTIONS

1. REPLACE ALL EXISTING LIGHT FIXTURES WITHIN THE LIMITS OF CONSTRUCTION WITH ENERGY EFFICIENT LIGHT FIXTURES; SEE ELECTRICAL.
2. REPLACE ALL EXISTING LIGHT FIXTURES WITHIN THE LIMITS OF CONSTRUCTION WITH LED LIGHT FIXTURES; SEE ELECTRICAL.
3. IN LIEU OF PLASTIC LAMINATE TOILET PARTITIONS – SOLID PHENOLIC CORE TOILET PARTITIONS; SEE FINISH SCHEDULE.
4. IN LIEU OF VCT LOBBY FLOORING WITH RUBBER BASE – PORCELAIN TILE FLOORING AND BASE; SEE FINISH SCHEDULE.
5. REPLACE EXISTING CARPET AND EXISTING RUBBER BASE AT ROOMS 106, 111, 113, 119, AND 124 WITH NEW CARPET AND RUBBER BASE; SEE FINISH SCHEDULE.

GENERAL NOTES

1. NOTED DIMENSIONS SHALL HAVE PREFERENCE OVER DRAWING SCALE.
2. ALL DIMENSIONS ARE TO GRID LINE, FACE OF CMU, OR FACE OF STUDS; EXCEPT WHERE OTHERWISE NOTED.
3. HINGE SIDE OF ALL DOORS ARE LOCATED 6" FROM ADJACENT FACE OF WALL, U.N.O.
4. CONTRACTOR TO NOTIFY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO PROCEEDING WITH THIS PROJECT. ESCAMBIA COUNTY HAS AN ASBESTOS SURVEY ON FILE FOR THIS BUILDING.
5. ARCHITECT WILL SELECT COLORS ON ALL ITEMS INCLUDED WITHIN THE CONTRACT; SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
6. THERE ARE EXISTING COMMUNICATION AND DATA LINES THAT RUN THROUGH THE LIMITS OF CONSTRUCTION THAT SERVE OTHER PARTS OF THE BUILDING. PRIOR TO COMMENCING DEMOLITION THE CONTRACTOR IS TO IDENTIFY AND MARK ALL LINES WITH THE OWNER'S REPRESENTATIVE AND THE ARCHITECT. CONTRACTOR SHALL ENSURE THAT THESE LINES ARE NOT DISTURBED THROUGHOUT THE DURATION OF THE CONTRACT.

DESIGN TEAM

ARCHITECT

HERNANDEZ CALHOUN DESIGN INTERNATIONAL
1120 EAST CERVANTES STREET
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SARAH HERNANDEZ
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CIVIL ENGINEERS

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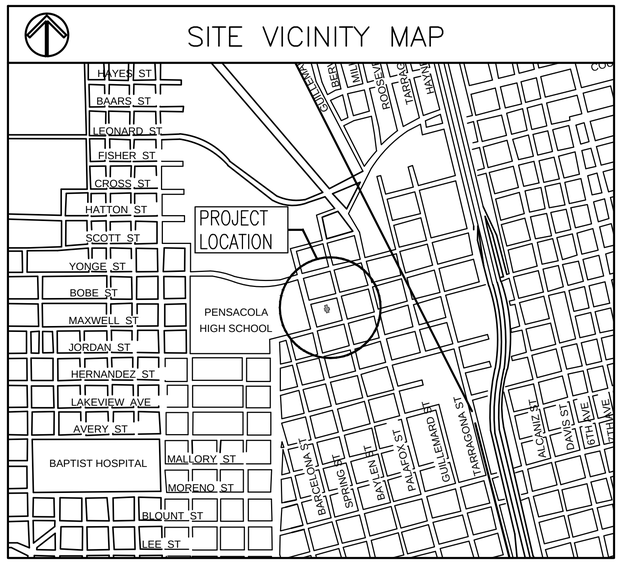
ABBREVIATIONS

A/E	ARCHITECT/ENGINEER	EJ	EXPANSION JOINT	OC	ON CENTER
@	AT	EXT	EXTERIOR	OS	OFF-SET
∠	ANGLE	F.E.C.	FIRE EXTINGUISHER CABINET	PLYWD	PLYWOOD
ACOUS	ACOUSTICAL	FF	FINISHED FLOOR	PT	PRESSURE TREATED
ADD.	ADDITIONAL	FFE	FINISHED FLOOR ELEVATION	PVC	POLYVINYL CHLORIDE
ALUM	ALUMINUM	FL	FLUE THROUGH ROOF	QUAN	QUANTITY
ANOD	ANODIZED	FRT	FIRE RETARDANT TREATED	REINF	REINFORCED/REINFORCING
AFF	ABOVE FINISHED FLOOR	FS	DIMENSIONED TO FACE OF STUD	REQD	REQUIRED
APPROX.	APPROXIMATELY	GA	GAGE	RM	ROOM
BD	BOARD	GALV	GALVANIZED	R	RADIUS
BLDG	BUILDING	GEN	GENERAL	RD	ROOF DRAIN
℄	CENTERLINE	GMS	GALVANIZED METAL STUD	SAFB	SOUND ATTENUATION FIBERGLASS BATT
CLG	CEILING	GR	GUARDRAIL	SCHED	SCHEDULE
CLR	CLEAR	GWB	GYPSUM WALLBOARD	SIM	SIMILAR
COL	COLUMN	H/C	HANDICAPPED	SQ	SQUARE
CONC	CONCRETE	HORIZ	HORIZONTAL	SS	STAINLESS STEEL
CONT	CONTINUOUS	HR	HANDRAIL	STD	STANDARD
CJ	CONTROL JOINT	HT	HEIGHT	STL	STEEL
CMU	CONCRETE MASONRY UNIT	HM	HOLLOW METAL	STRUCT	STRUCTURAL
CT	CERAMIC TILE	HVAC	HEATING, VENTILATION, & AIR CONDITIONING	SYM	SYMMETRICAL
DTL	DETAIL	INFO.	INFORMATION	THK	THICK
DIA/ø	DIAMETER – OUTSIDE	INSUL	INSULATION	TYP	TYPICAL
DWGS	DRAWINGS	LAM	LAMINATE	TOC	TOP OF CONCRETE
DF	DRINKING FOUNTAIN	LAV	LAVATORY	TOS	TOP OF STEEL
DN	DOWN	MFR	MANUFACTURER/MANUFACTURING	TS	TUBULAR STEEL
DS	DOWNSPOUT	MECH	MECHANICAL	UNO	UNLESS NOTED OTHERWISE
DS/SB	DOWNSPOUT/SPLASHBLOCK	MIN	MINIMUM	VERT	VERTICAL
EA	EACH	MT	METAL THRESHOLD	VB	VAPOR BARRIER
ELEC	ELECTRICAL/ELECTRIC	MTL	METAL	VTR	VENT THRU ROOF
ELEV	ELEVATION	MO	MASONRY OPENING	WP	WATERPROOF
EQ	EQUAL	NA	NOT APPLICABLE	WR	WATER RESISTANT
EQUIP	EQUIPMENT	NIC	NOT IN CONTRACT	W/	WITH
EXIST	EXISTING	NTS	NOT TO SCALE	WWM	WELDED WIRE MESH

SITE LOCATION MAP



SITE VICINITY MAP



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BAYLEN STREET MEDICAL CLINIC RENOVATION
2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ
DRAWN BY: B. ARNOLD
PROJECT NO. 1009
DATE OF ISSUE: AUGUST 2010
REVISED:

SHEET TITLE: TITLE SHEET

SHEET NUMBER: **T-1**

SHEET: of

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2/2/2010 11:49:01 AM
BRENDA ARNOLD
AND EXPAND 0 (24.00 X 22.00 INCHES), at 1:1 using HCDI - ARCHITECTURAL.CTB

INDEX OF DRAWINGS

GENERAL	
T-1	TITLE SHEET
X-1	INDEX OF DRAWINGS / GENERAL DEMOLITION NOTES
CIVIL	
C1-1	DEMOLITION AND NEW SITE PLANS
C1-2	SITE CONSTRUCTION DETAILS
ARCHITECTURAL	
A1-1	DEMOLITION FLOOR PLAN
A1-2	DEMOLITION REFLECTED CEILING PLAN
A1-3	DEMOLITION ROOF PLAN
A2-1	FLOOR PLAN
A2-2	REFLECTED CEILING PLAN
A2-3	ROOF PLAN
A5-1	PLANS AND DETAILS
A5-2	CABINET ELEVATIONS
A5-3	CABINET ELEVATIONS
A6-1	CABINET SECTIONS AND DETAILS
A7-1	DOOR / WINDOW SCHEDULE AND DETAILS
A8-1	FINISH SCHEDULE
A8-2	FINISH FLOOR PLAN
A9-1	SIGNAGE SCHEDULE AND DETAILS
A9-2	SIGNAGE PLAN
LS-1	LIFE SAFETY PLAN AND CODE INFORMATION
MECHANICAL	
M-1	HVAC DEMOLITION PLAN
M-2	HVAC NEW WORK PLAN
M-3	LEGEND AND DETAILS
PLUMBING	
P-1	PLUMBING DEMOLITION PLAN
P-2	PLUMBING NEW WORK PLAN
P-3	PLUMBING SCHEDULE, LEGEND, AND RISER
ELECTRICAL	
E-1	DEMOLITION PLAN
E-2	LIGHTING NEW WORK PLAN
E-3	ELECTRICAL DEMOLITION PLAN
E-4	ELECTRICAL NEW WORK PLAN
E-5	ELECTRICAL LEGEND & SCHEDULES

GENERAL DEMOLITION NOTES

GENERAL REQUIREMENTS

REMOVE EXISTING CONSTRUCTION AS INDICATED ON THE DRAWINGS AND AS NEEDED TO ACCOMMODATE THE INSTALLATION OF NEW WORK. PROVIDE APPROPRIATE BRACING, SHORING, TEMPORARY CONSTRUCTION, SAFETY BARRICADES, NOTICES, WARNINGS, ETC., NECESSARY TO PROVIDE A SAFE AND ORDERLY DEMOLITION PROCESS.

THE CONTRACTOR SHALL INSURE THAT THE STRUCTURAL ELEMENTS ARE NOT OVERLOADED AND SHALL BE RESPONSIBLE FOR INCREASING STRUCTURAL SUPPORTS OR ADDING NEW SUPPORTS AS MAY BE REQUIRED AS A RESULT OF ANY CUTTING, REMOVAL, OR DEMOLITION WORK PERFORMED UNDER THIS CONTRACT.

DEBRIS REMOVAL

THE WORK INCLUDES DEMOLITION AND REMOVAL OF RESULTING RUBBISH AND DEBRIS. RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE BUILDING DAILY TO AVOID ACCUMULATION AT THE DEMOLITION SITE. MATERIALS THAT CAN NOT BE REMOVED DAILY SHALL BE STORED IN AREAS SPECIFIED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

CONTRACTOR TO COORDINATE WITH THE ARCHITECT ON LOCATION OF THE DUMPSTER.

TITLE TO MATERIAL AND EQUIPMENT TO BE DEMOLISHED IS VESTED IN THE CONTRACTOR AND ITS REPRESENTATIVES, UNLESS OTHERWISE INSTRUCTED. DISPOSAL OF MATERIALS SHALL BE ACCOMPLISHED IN A LEGAL MANNER.

DUST CONTROL

THE AMOUNT OF DUST RESULTING FROM DEMOLITION SHALL BE CONTROLLED TO PREVENT THE SPREAD OF DUST TO OCCUPIED PORTIONS OF THE CONSTRUCTION SITE AND TO AVOID CREATION OF A NUISANCE IN THE SURROUNDING AREA. USE OF WATER WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING. THE MIGRATION OF DUST SHALL BE COMPLETELY CONCEALED WITHIN THE WORK AREA. CONSTRUCT TEMPORARY FIRE RATED BARRIER BETWEEN OCCUPIED AREAS AND CONSTRUCTION AREA TO REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE. PROVIDE VENTILATION EXHAUST FANS AND NEGATIVE PRESSURE BETWEEN CONSTRUCTION AREA AND OCCUPIED AREAS.

PROTECTION

BEFORE BEGINNING ANY DEMOLITION WORK, THE CONTRACTOR SHALL SURVEY THE SITE AND EXAMINE THE DRAWINGS AND SPECIFICATIONS TO DETERMINE THE EXTENT OF THE WORK. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO AVOID DAMAGE TO EXISTING ITEMS TO REMAIN IN PLACE, TO BE REUSED, OR TO REMAIN THE PROPERTY OF THE OWNER; ANY DAMAGED ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR, AT HIS EXPENSE, AS APPROVED BY THE OWNER.

THE INTERIOR OF THE BUILDING AND SALVAGEABLE MATERIALS AND EQUIPMENT SHALL BE PROTECTED FROM THE WEATHER AT ALL TIMES.

UTILITIES

DISCONNECT EXISTING UTILITIES AS NECESSARY. WHEN UTILITY LINES ARE ENCOUNTERED THAT ARE NOT INDICATED ON THE DRAWINGS, THE OWNER SHALL BE NOTIFIED PRIOR TO FURTHER WORK IN THAT AREA. CONTRACTOR SHALL COORDINATE WITH THE BUILDING MANAGER TO PROPERLY SCHEDULE THE DISCONNECT OF UTILITIES THAT MAY CAUSE DISRUPTION OF SERVICES TO OCCUPIED AREAS OF THE BUILDING OUTSIDE THE WORK AREA.

CLEAN UP

DEBRIS SHALL BE REMOVED AND TRANSPORTED IN A MANNER THAT PREVENTS SPILLAGE ON STREETS OR ADJACENT AREAS. LOCAL REGULATIONS REGARDING HAULING AND DISPOSAL SHALL APPLY. CLEAN UP SHALL OCCUR ON A DAILY BASIS.

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PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

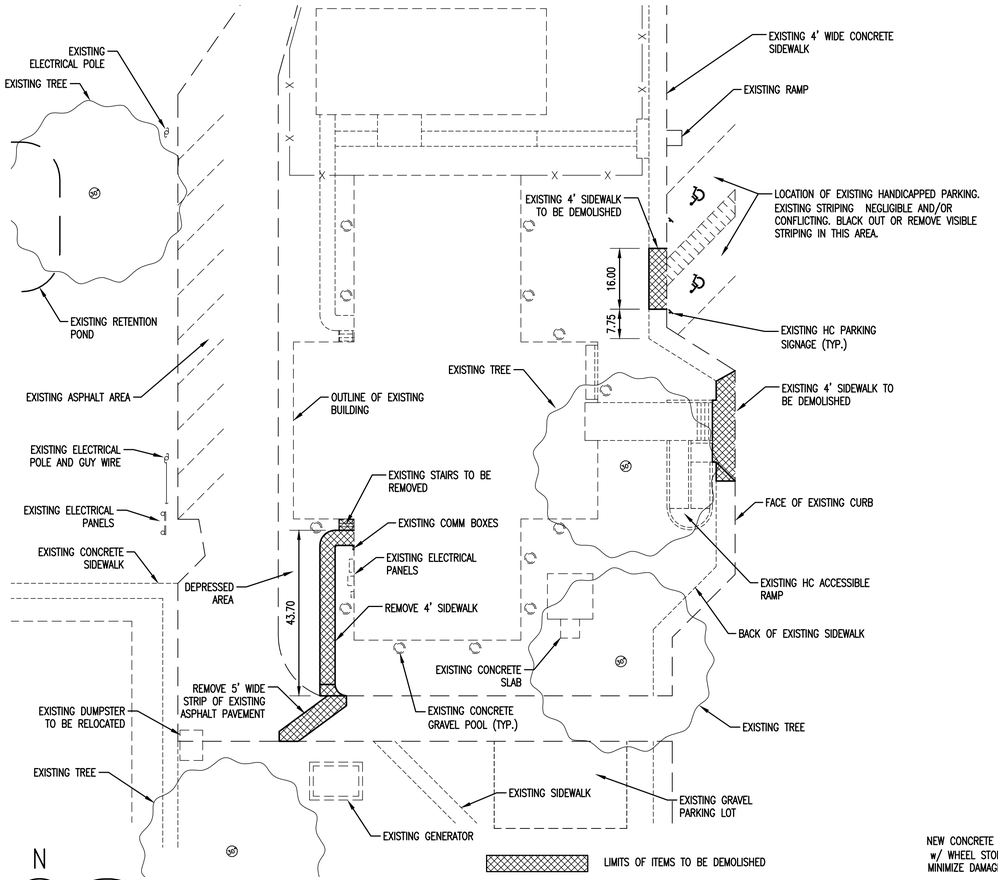
REVISED:

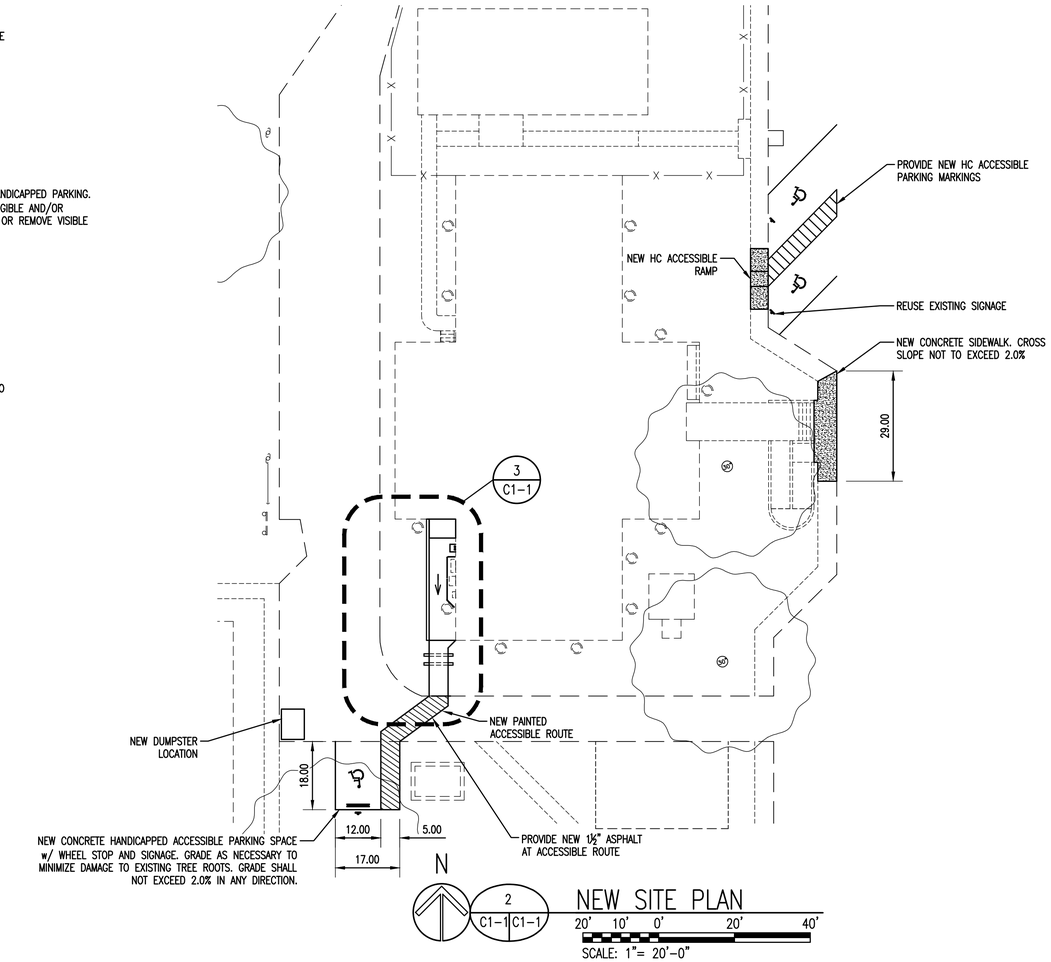
SHEET TITLE: INDEX OF DRAWINGS/ GENERAL DEMOLITION NOTES

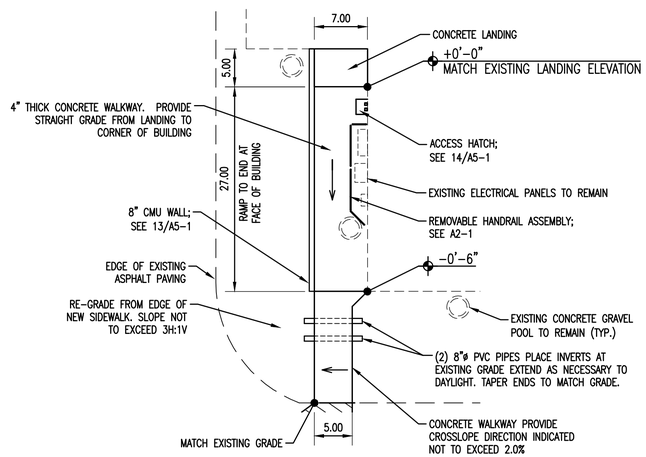
SHEET NUMBER: **X-1**

SHEET: of

1009 - X-1.dwg
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB







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CHRISTOPHER D. BRIDGES, P.E.
FLA. REGISTERED ENGINEER #58999

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PROFESSIONAL OF RECORD: C. BRIDGES

DRAWN BY: G. LEUENBERGER

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

REVISED:

SHEET TITLE: DEMOLITION AND NEW SITE PLANS

SHEET NUMBER: **C1-1**

SHEET:

1009-C1-1.dwg
27-Aug-10 by CHRIS BRIDGES
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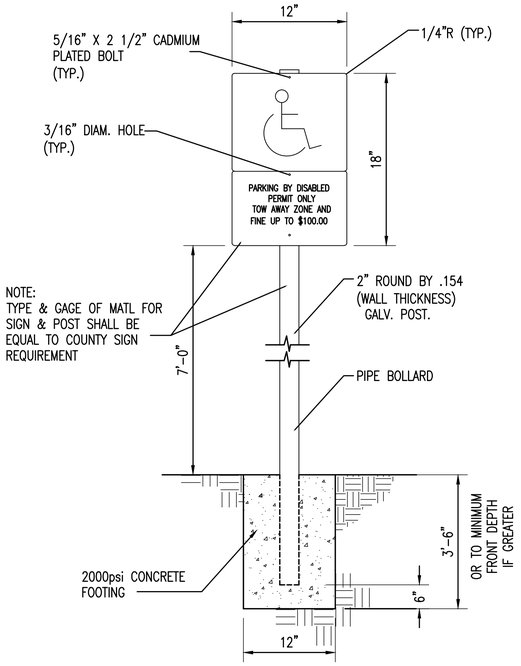
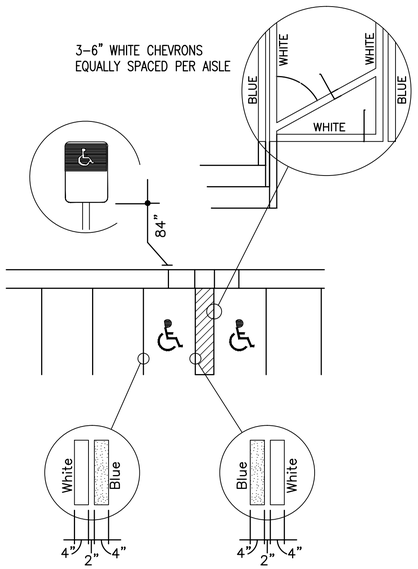


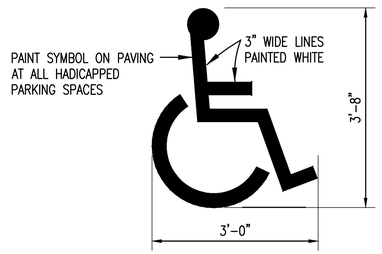
NOTE:
CONTRACTOR SHALL VERIFY ALL THE REQUIRED INFORMATION NECESSARY AT EACH SIGN WITH LOCAL AUTHORITIES PRIOR TO PURCHASING

1 C1-1 C1-2 HC SIGNAGE DETAIL
SCALE: NOT TO SCALE

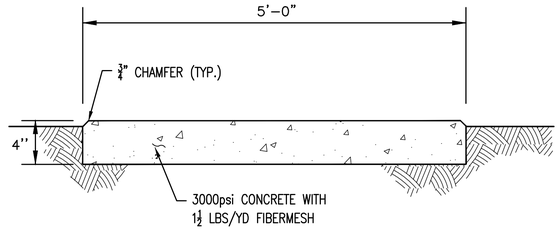


NOTE: EACH HANDICAPPED PARKING SPACE SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND THE CAPTION "PARKING BY DISABLED PERMIT ONLY." SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL HANDICAPPED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION. SLOPES SHALL NOT EXCEED 2% (1:50) IN ANY DIRECTION.

2 C1-1 C1-2 HC PARKING SPACE DETAIL
SCALE: NOT TO SCALE

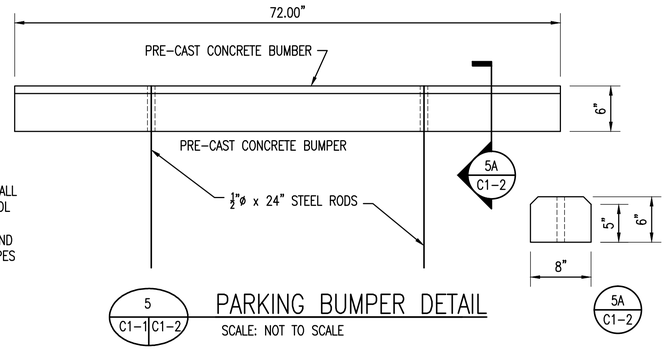


3 C1-1 C1-2 HC PARKING SYMBOL DETAIL
SCALE: NOT TO SCALE

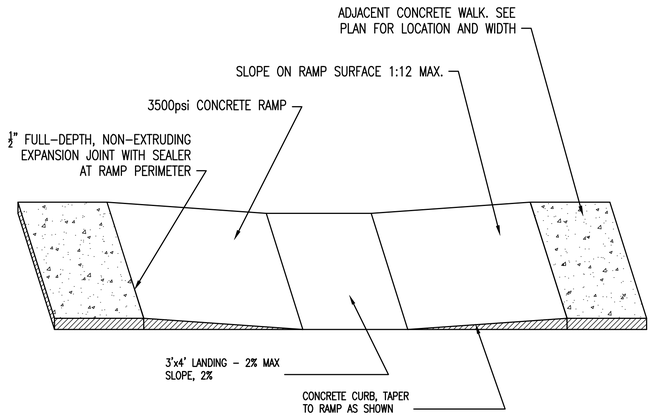


NOTE:
1. PROVIDE CONSTRUCTION JOINTS AT 5'-0" O.C.
2. PROVIDE EXPANSION JOINTS AT 50'-60' O.C. AND AT INTERFACE WITH DRIVEWAY RAMPS
3. SLOPE SIDEWALK AT 2.0% GRADE TOWARD STREET
4. THICKEN PUBLIC SIDEWALKS TO 6" AT DRIVEWAYS AND AROUND RADII

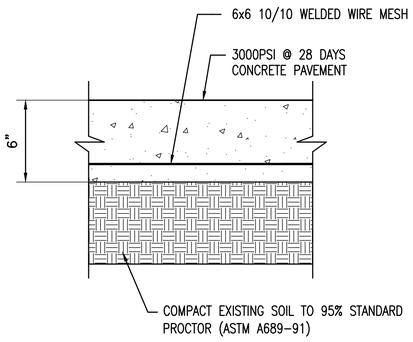
4 C1-1 C1-2 SIDEWALK DETAIL
SCALE: NOT TO SCALE



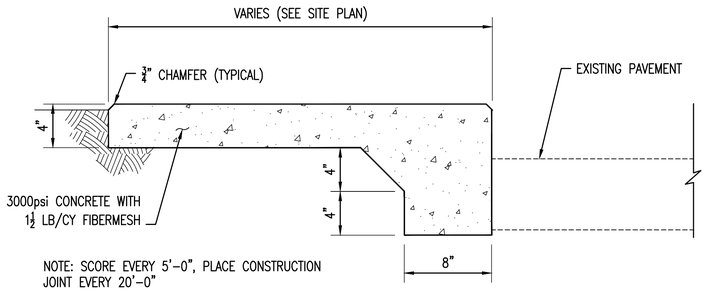
5 C1-1 C1-2 PARKING BUMPER DETAIL
SCALE: NOT TO SCALE



6 C1-1 C1-2 DEPRESSED HC RAMP DETAIL
SCALE: NOT TO SCALE



7 C1-1 C1-2 CONCRETE PAVING SECTION
SCALE: NOT TO SCALE



8 C1-1 C1-2 TURNDOWN SIDEWALK DETAIL
SCALE: NOT TO SCALE

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: C. BRIDGES
DRAWN BY: G. LEUENBERGER
PROJECT NO. 1009
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SHEET TITLE:
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C1-2
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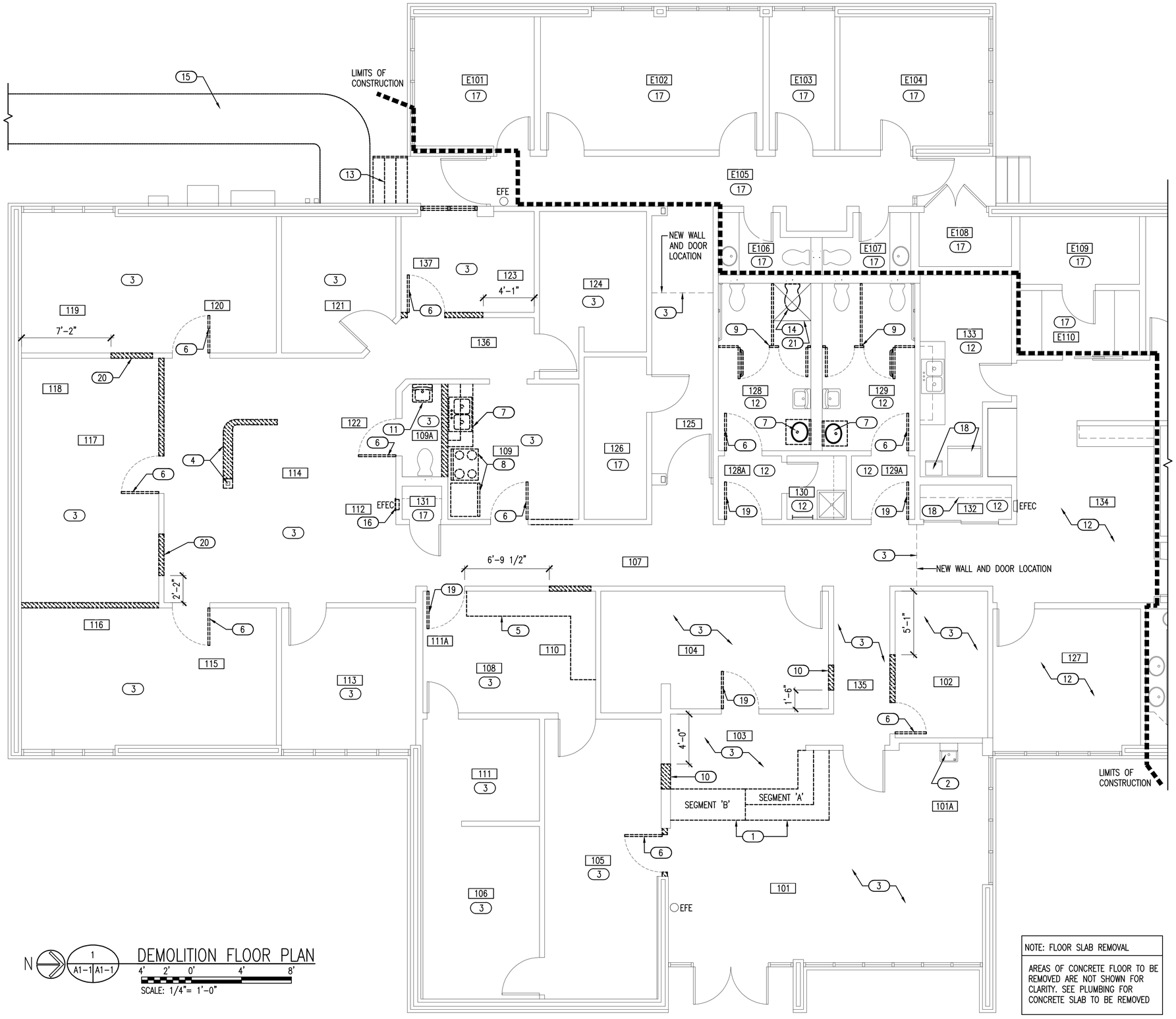

N

1 A1-1 | A1-1

DEMOLITION FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

NOTE: FLOOR SLAB REMOVAL

AREAS OF CONCRETE FLOOR TO BE REMOVED ARE NOT SHOWN FOR CLARITY. SEE PLUMBING FOR CONCRETE SLAB TO BE REMOVED

LEGEND

- REMOVE EXISTING WOOD STUD AND GYPSUM WALLBOARD PARTITION; SEE FLOOR PLAN FOR EXTENTS
- REMOVE EXISTING WINDOW AND FRAME
- EFEC — EXISTING FIRE EXTINGUISHER CABINET TO REMAIN
- EFE — EXISTING FIRE EXTINGUISHER TO REMAIN
- EXISTING WINDOW AND FRAME TO REMAIN
- EXISTING DOOR AND FRAME TO REMAIN

KEYNOTES

1. REMOVE EXISTING RECEPTION WORKSTATION SEGMENT 'A' CLEAN AND MODIFY TO REINSTALL AT ROOM 114; REMOVE WORKSTATION SEGMENT 'B' AND TURN OVER TO OWNER; SEE A8-1.
2. EXISTING DRINKING FOUNTAIN TO REMAIN.
3. REMOVE EXISTING CARPET AND BASE MATERIAL. PREPARE FLOOR TO RECEIVE NEW FINISH. PREP AND CLEAN ALL WALLS FOR NEW PAINT.
4. DEMO WALL; EXISTING TUBE STEEL COLUMN TO REMAIN.
5. REMOVE AND CLEAN EXISTING CASEWORK. SAVE FOR REINSTALLATION IN ROOM 116.
6. REMOVE EXISTING DOOR FRAME; REMOVE AND RELOCATE DOOR; SEE DOOR SCHEDULE.
7. REMOVE EXISTING SINK AND CABINET; SEE PLUMBING.
8. REMOVE EXISTING RANGE AND REFRIGERATOR TO OWNER SPECIFIED LOCATION.
9. REMOVE EXISTING TOILET PARTITIONS.
10. REMOVE EXISTING WOOD STUD AND GYPSUM WALLBOARD PARTITION TO ACCOMMODATE NEW PASS-THRU WINDOW.
11. REMOVE AND RELOCATE SINK.
12. PREPARE AND CLEAN ALL WALLS FOR NEW PAINT. ALL OTHER EXISTING FINISHES TO REMAIN.
13. SAWCUT & REMOVE EXISTING CAST-IN-PLACE CONCRETE STEPS AND METAL HANDRAIL IN PREPARATION FOR NEW ELEVATED SIDEWALK; SEE CIVIL.
14. REMOVE EXISTING TOILET; SEE PLUMBING
15. EXISTING SIDEWALK; SEE CIVIL FOR DEMOLITION EXTENTS.
16. REMOVE EXISTING FIRE EXTINGUISHER CABINET AND PATCH WALL.
17. NO WORK IN THIS SPACE.
18. EXISTING SHELVING, CABINETS AND/OR APPLIANCES TO BE REMOVED, CLEANED AND REINSTALLED IN SAME LOCATION.
19. REMOVE AND RELOCATE DOOR; EXISTING FRAME TO REMAIN. SEE DOOR SCHEDULE.
20. DEMOLISH WALL TO THE HEIGHT NECESSARY FOR THE INSTALLATION OF NEW DOOR AND FRAME; SEE A7-1.
21. REMOVE EXISTING TILE; COORDINATE SIZE WITH NEW WORK. CUT TILE AT EXISTING GROUT LINES.

GENERAL NOTES

1. DEMOLISH ALL EXISTING NUMBER PLATES AT ALL EXISTING DOOR FRAMES. CLEAN AND SAND ALL EXISTING FRAMES NOT SCHEDULED FOR REMOVAL TO PREPARE FOR NEW PAINT FINISH.
2. CLEAN ALL DOORS NOT SCHEDULED FOR REMOVAL.
3. REMOVE ALL WALL HUNG EQUIPMENT AND ACCESSORIES INCLUDING BUT NOT LIMITED TO TACK BOARDS, WINDOW BLINDS, WHITE BOARDS, DISPLAY FRAMES, AND WASTE DISPOSALS, ETC. CLEAN AND RETAIN FOR REINSTALLATION. COORDINATE LOCATION WITH OWNER.
4. EXAMINE ALL EXISTING ACOUSTICAL CEILING TILES FOR DAMAGE OR EXCESSIVE DIRT. CLEAN AND REINSTALL OR REPLACE WITH NEW TILES TO MATCH EXISTING; VERIFY WITH ARCHITECT.
5. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING BID OR PROCEEDING WITH WORK. IF ANY DISCREPANCIES ARE FOUND, CONTACT ARCHITECT PRIOR TO PROCEEDING.
6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND CLEANING OF ADJACENT AREAS AFFECTED BY DEMOLITION ACTIVITIES.
7. OWNER TO REMOVE AND STORE ALL EXISTING MOVABLE FURNITURE AND EQUIPMENT TO BE RE-USED.
8. SEE ELECTRICAL FOR ADDITIONAL LIGHTING INFORMATION AND FOR NEW CIRCUITRY REQUIREMENTS, WHERE EXISTING WALLS AND FLOORS WILL BE IMPACTED; CUT, PATCH, AND PROVIDE NEW FINISH TO MATCH EXISTING.

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BAYLEN STREET
MEDICAL CLINIC RENOVATION
2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

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ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB



EXISTING REFLECTED CEILING PLAN

N

1 A1-2 | A1-2

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

- EXISTING ACOUSTICAL CEILING TILES, FRAMING, AND SUSPENSION SYSTEM TO BE REMOVED.
- EXISTING ACOUSTICAL CEILING TILE CEILING, FRAMING AND SUSPENSION SYSTEM TO REMAIN
- EXISTING GYPSUM WALLBOARD CEILING TO REMAIN.
- EXISTING LIGHT FIXTURES TO REMAIN; SEE ELECTRICAL. (SEE ELECTRICAL FOR BID OPTIONS)
- EXISTING LIGHT FIXTURES TO BE REMOVED; SEE ELECTRICAL. (SEE ELECTRICAL FOR BID OPTIONS)
- EXISTING HVAC SUPPLY REGISTERS TO REMAIN U.N.O.; SEE MECHANICAL.
- EXISTING HVAC RETURN REGISTERS TO REMAIN; SEE MECHANICAL.
- EXISTING SPEAKER TO REMAIN
- EXISTING EXIT SIGNS TO REMAIN; SEE ELECTRICAL
- EXISTING EXIT SIGNS TO BE REMOVED; SEE ELECTRICAL
- EXISTING SMOKE DETECTOR TO REMAIN; SEE ELECTRICAL
- EXISTING SMOKE DETECTOR TO BE REMOVED; SEE ELECTRICAL

KEYNOTES

1. PREP EXISTING GYPSUM WALLBOARD CEILING TO RECEIVE NEW FINISH.
2. REFER TO MECHANICAL FOR RELOCATION OF HVAC SUPPLY/RETURN REGISTER.
3. REMOVE EXISTING BATT INSULATION AS REQUIRED AT LOCATION OF ACOUSTICAL CEILING SYSTEM REMOVAL.
4. EXISTING LIGHT FIXTURE TO BE REMOVED AND STORED FOR RELOCATION. SEE ELECTRICAL.
5. EXISTING EXTERIOR LIGHT TO REMAIN.

GENERAL NOTES

1. PATCH AND REPAIR EXISTING GYPSUM WALLBOARD AS REQUIRED AT LOCATION OF ACOUSTICAL CEILING SYSTEM REMOVAL. PREP WALLS TO RECEIVE NEW ACOUSTICAL CEILING SYSTEM AND WALL FINISH.
2. REFER TO MECHANICAL DRAWINGS FOR MODIFICATION OF HVAC SUPPLY AND RETURN REGISTERS.
3. CLEAN ALL EXISTING HVAC SUPPLY AND RETURN REGISTERS, AND CEILING MOUNTED EQUIPMENT THAT IS TO REMAIN. PREPARE FOR REINSTALLATION INTO NEW OR EXISTING CEILING SYSTEM.
4. CONTRACTOR RESPONSIBLE FOR REPLACING SOILED/STAINED CEILING TILES. REMOVE AND PROVIDE NEW TILES TO MATCH EXISTING. APPROXIMATE QUANTITY IS 25. CONTRACTOR TO VERIFY AND COORDINATE EXACT QUANTITY WITH ARCHITECT.

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PENSACOLA, FLORIDA

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DRAWN BY: B. ARNOLD

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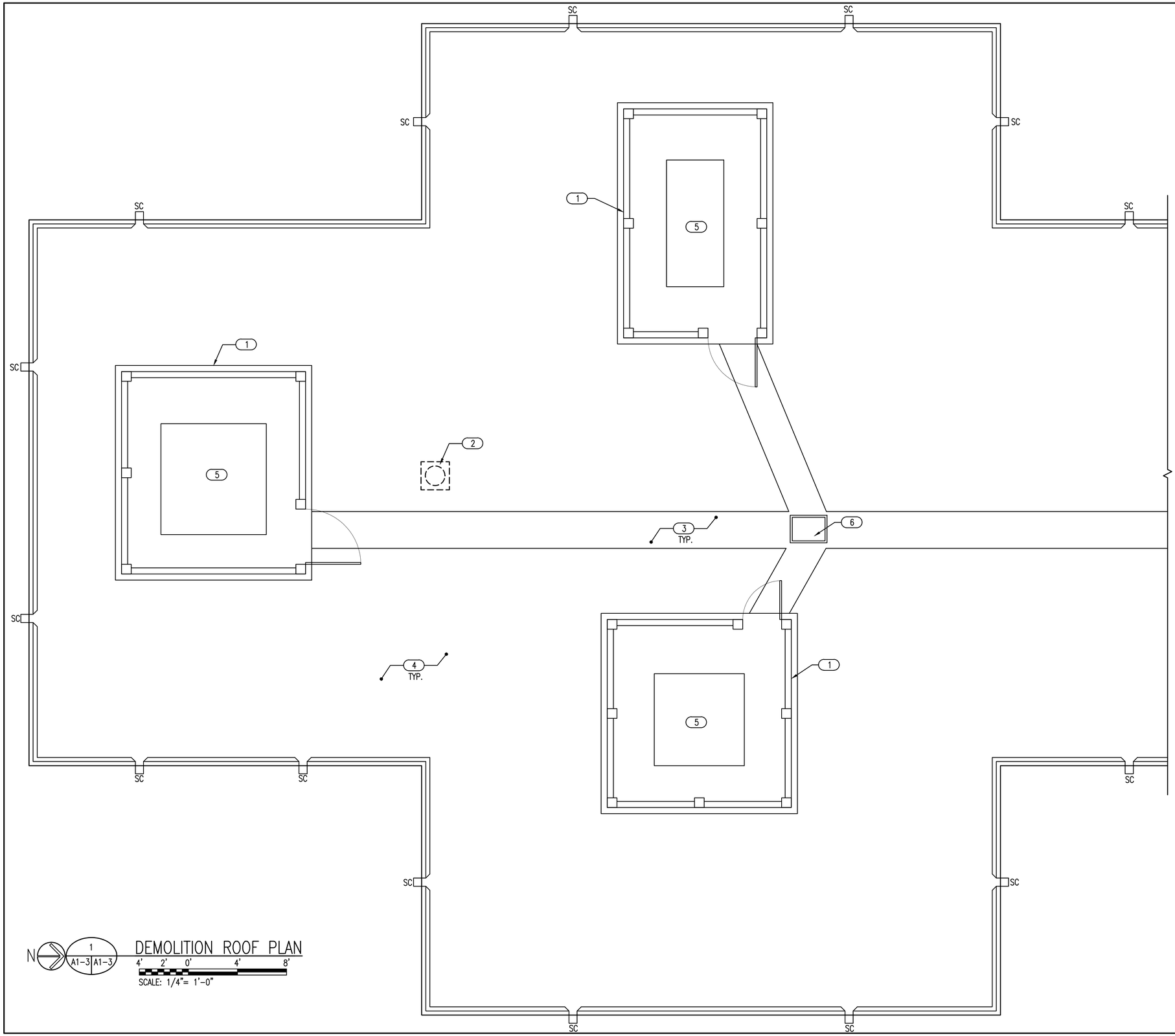

N

1 / A1-3 | A1-3

DEMOLITION ROOF PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

SC EXISTING SCUPPERS TO REMAIN

KEYNOTES

1. EXISTING MECHANICAL EQUIPMENT SCREENS TO REMAIN.
2. REMOVE EXISTING EXHAUST FAN; SEE MECHANICAL.
3. EXISTING ROOF WALKING SURFACE TO REMAIN.
4. EXISTING MODIFIED BITUMEN ROOF SYSTEM TO REMAIN.
5. EXISTING MECHANICAL EQUIPMENT TO REMAIN; SEE MECHANICAL.
6. EXISTING ROOF SCUTTLE TO REMAIN; SEE MECHANICAL.

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PROFESSIONAL OF RECORD: S. HERNANDEZ

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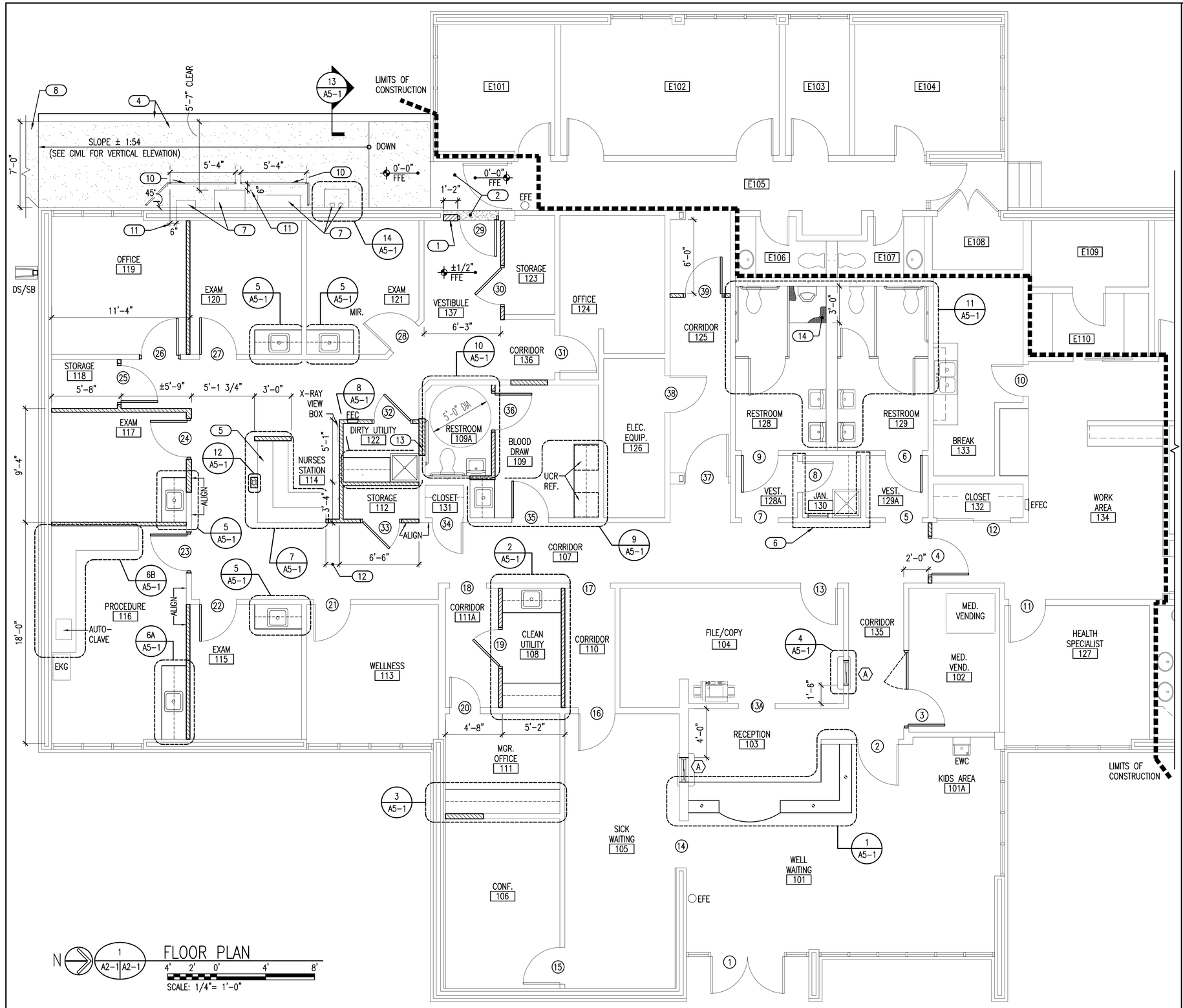

N

1 A2-1 | A2-1 FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

- (2) DOOR WITH IDENTIFICATION KEY; SEE SHEET A7-1 FOR SCHEDULE INFORMATION
- 2x4 STUDS AT 16" O.C. WITH 5/8" GYPSUM WALLBOARD EACH FACE TO 6" ABOVE FINISH CEILING; BATT. INSULATION (NEW, AS REQUIRED). BRACE AT 16" O.C. TO STRUCTURE ABOVE. ALTERNATE BRACE DIRECTION.
- PLUMBING FIXTURES; SEE PLUMBING
- EFEC — EXISTING FIRE EXTINGUISHER CABINET TO REMAIN
- FEC — FIRE EXTINGUISHER CABINET
- EFE — EXISTING FIRE EXTINGUISHER TO REMAIN
- EWC — EXISTING WATER COOLER TO REMAIN
- DS/SB — NEW PREFINISHED ALUMINUM DOWNSPOUT AND GUTTER SYSTEM; ARCHITECT TO SELECT COLOR FROM MANUFACTURERS FULL RANGE OF COLORS / PRECAST CONCRETE SPLASH BLOCK.
- EQUIPMENT BY OWNER

KEYNOTES

(1) NEW 2x6 WOOD STUD CONSTRUCTION: 2x6 WOOD STUDS AT 16" O.C. FLOOR TO DECK/ BATT INSULATION/ ELASTOMERIC COATED STUCCO SYSTEM ON WATERPROOF MEMBRANE ON EXTERIOR SHEATHING.

(2) PATCH AND REPAIR EXISTING CONCRETE FLOOR AS REQUIRED FOR SMOOTH UNIFORM SURFACE IN CONFORMANCE WITH ADA REQUIREMENTS. EPOXY GROUT STOREFRONT ATTACHMENT HOLES AND EXISTING DAMAGED SURFACES. PROVIDE SEALED CONCRETE SLIP RESISTANT FINISH FOR ENTIRE LANDING SURFACE.

(3) NEW HALF GLASS HOLLOW METAL (OR FIBERGLASS) DOOR W/ NEW HOLLOW METAL FRAME. PROVIDE NEW 2x6 WOOD STUD WALL CONSTRUCTION ABOVE DOOR TO MATCH KEYNOTE #1. REINSTALL MAGLOCK IN NEW FRAME.

(4) SLOPED CONCRETE WALKWAY; SEE C1-1 FOR ADDITIONAL INFORMATION.

(5) REFURBISHED AND RELOCATED SYSTEMS FURNITURE FOR NEW NURSES STATION; SEE A8-1.

(6) EXTEND GYPSUM WALLBOARD AND WOOD STUD CONSTRUCTION FROM TOP OF EXISTING WALL TO BOTTOM OF EXISTING METAL DECK ABOVE AND SEAL.

(7) EXISTING ELECTRICAL EQUIPMENT; SEE ELECTRICAL

(8) SEE CIVIL FOR SIDEWALK CONTINUATION

(9) SHOP PAINTED FINISH 1-1/2"ø GALVANIZED METAL HANDRAIL WITH (2) HORIZONTAL RAILS; TOP RAIL @ 3'-0" AFF AND MIDDLE RAIL CENTERED VERTICALLY. CORE C.I.P. CONCRETE AND GROUT RAIL ASSEMBLY SOLID. ARCHITECT TO SELECT EPOXY PAINT COLOR FROM FULL RANGE OF COLORS.

(10) PREFINISHED 1-1/2"ø GALVANIZED METAL REMOVABLE HANDRAIL ASSEMBLY. (2) HORIZONTAL RAILS; TOP RAIL @ 3'-0" AFF AND MIDDLE RAIL CENTERED VERTICALLY. CORE C.I.P. CONCRETE AND PROVIDE GALVANIZED SLEEVE IN CONCRETE TO RECEIVE 1-1/2" GALVANIZED HANDRAIL ASSEMBLY. SET SLEEVE WITH TWO PART EPOXY SYSTEM.

(11) LOCATE VERTICAL 6" FROM FACE OF EXISTING PANEL.

(12) CONTRACTOR TO COORDINATE WALL SIZE WITH RELOCATED SYSTEM FURNITURE TO ENSURE A TIGHT FIT.

(13) CONTRACTOR TO COORDINATE WALL CONSTRUCTION SO THE WALL ALIGNS WITH EXISTING WALL ON BOTH SIDES.

(14) NEW THINSET TILE; SEE A8-1.

GENERAL NOTES

1. THOROUGHLY INSPECT ALL WALL SURFACES. PATCH AND REPAIR AS REQUIRED TO BRING SURFACES TO LIKE NEW CONDITION. PREPARE FOR NEW WALL FINISH.
2. CONTRACTOR TO REPAIR ALL PARTITIONS AT ALL AREAS WHERE PARTITIONS WERE REMOVED OR OPENINGS HAVE BEEN MADE, TO LIKE NEW CONDITION.

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PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

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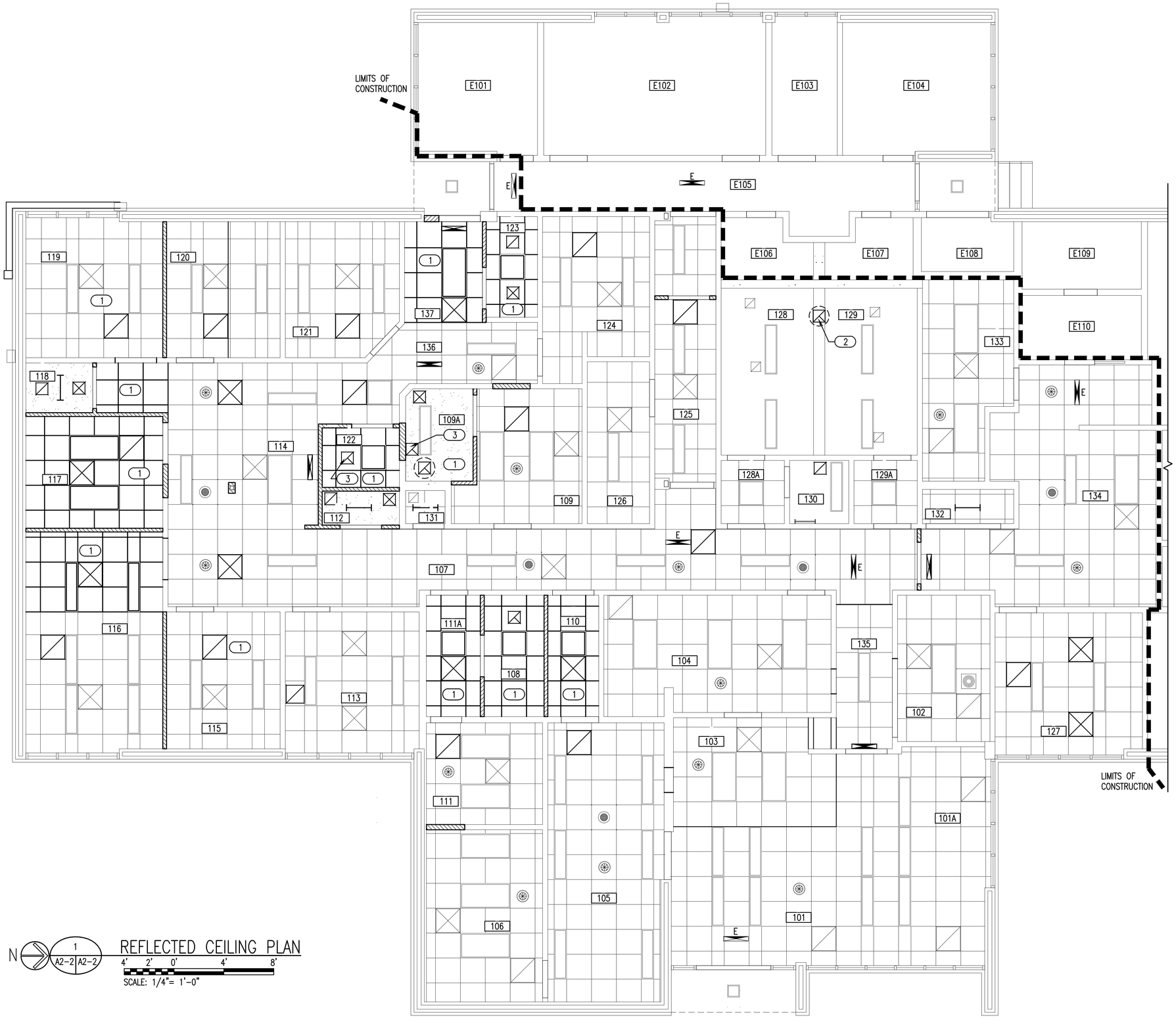

N 1 A2-2 | A2-2

REFLECTED CEILING PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

- 2'-0" x 2'-0" SUSPENDED ACOUSTICAL CEILING TILE SYSTEM; SEE FINISH SCHEDULE
- EXISTING ACOUSTICAL CEILING TILE CEILING, FRAMING AND SUSPENSION SYSTEM TO REMAIN
- EXISTING GYPSUM WALLBOARD CEILING TO REMAIN.
- GYPSUM WALLBOARD CEILING; SEE FINISH SCHEDULE
- NEW LIGHT FIXTURES; SEE ELECTRICAL.
- EXISTING LIGHT FIXTURES TO REMAIN; SEE ELECTRICAL.
- EXISTING HVAC SUPPLY REGISTERS TO REMAIN; SEE MECHANICAL.
- EXISTING HVAC RETURN REGISTERS TO REMAIN; SEE MECHANICAL.
- NEW HVAC SUPPLY REGISTERS; SEE MECHANICAL.
- NEW HVAC RETURN REGISTERS; SEE MECHANICAL.
- EXISTING SPEAKER TO REMAIN
- E EXISTING EXIT SIGNS TO REMAIN; SEE ELECTRICAL
- NEW EXIT SIGNS; SEE ELECTRICAL
- EXISTING SMOKE DETECTOR TO REMAIN; SEE ELECTRICAL

KEYNOTES

1. PROVIDE NEW BATT INSULATION AS REQUIRED.
2. NEW EXHAUST DUCT; SEE MECHANICAL.
3. NEW EXHAUST FAN; SEE MECHANICAL.

GENERAL NOTES

1. ALL CEILING HEIGHTS TO BE 9'-0" ABOVE FINISH FLOOR U.N.O.
2. SEE ELECTRICAL FOR MOUNTING HEIGHTS AND LIGHTING INFORMATION
3. REMOVE LENS AT ALL EXISTING LIGHT FIXTURES TO REMAIN AND CLEAN AND REINSTALL; SEE ELECTRICAL.

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BAYLEN STREET MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

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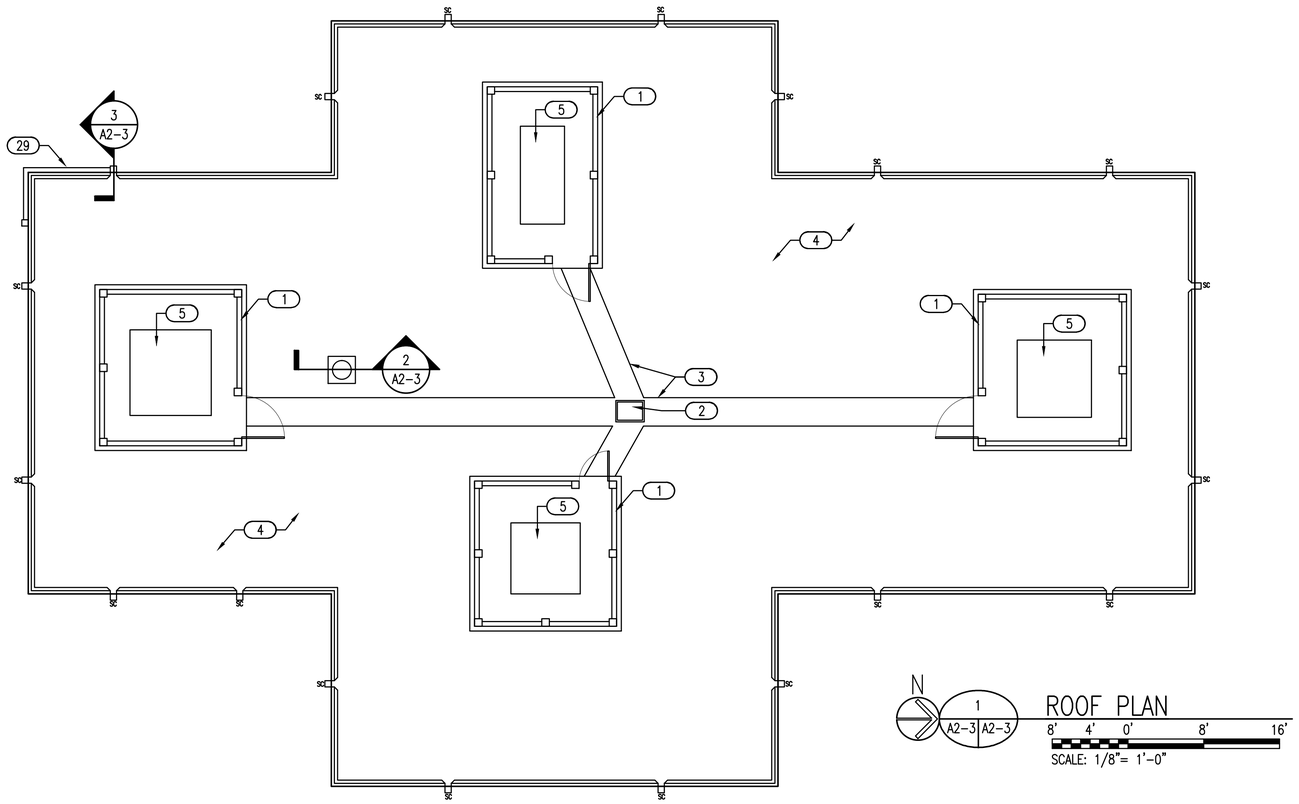
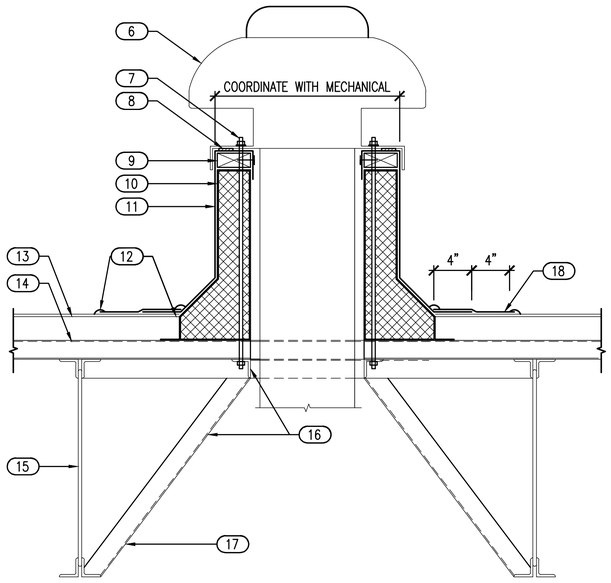


ROOF PLAN

8' 4' 0' 8' 16'

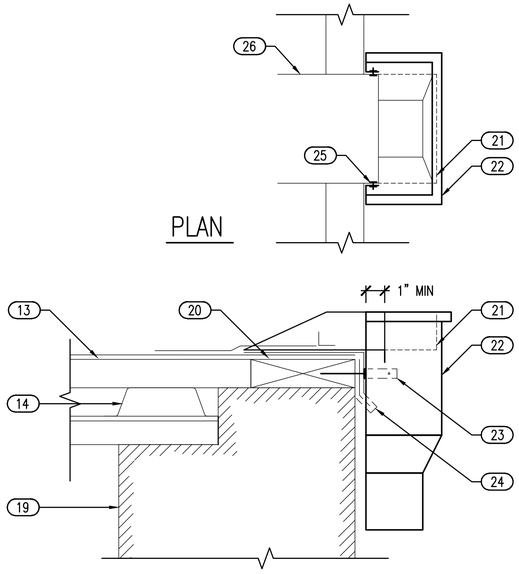
SCALE: 1/8"= 1'-0"



2 A2-3 A2-3 CURB DETAIL

6" 3" 0' 6" 1'

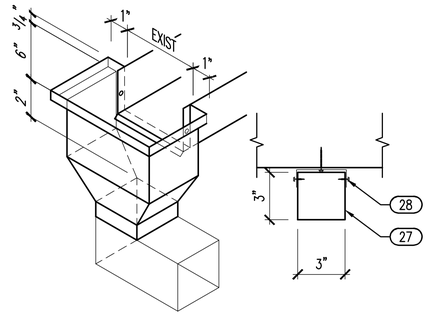
SCALE: 1 1/2"= 1'-0"



3 A2-3 A2-3 CONDUCTOR HEAD SECTION

4" 2" 0' 4" 8"

SCALE: 3"= 1'-0"



4 A2-3 A2-3 NEW CONDUCTOR HEAD AND DOWNSPOUT DETAIL

SCALE: NOT TO SCALE

LEGEND

☐ SC EXISTING SCUPPERS TO REMAIN

KEYNOTES

1. EXISTING MECHANICAL EQUIPMENT SCREENS TO REMAIN.
2. EXISTING ROOF SCUTTLE TO REMAIN.
3. EXISTING ROOF WALKING SURFACE.
4. EXISTING MEMBRANE ROOF SYSTEM.
5. EXISTING MECHANICAL EQUIPMENT; SEE MECHANICAL.
6. NEW MECHANICAL EQUIPMENT; REFER TO MECHANICAL
7. 1/4"ø GALVANIZED THRU BOLT TO STRUCTURE PER MFG. WITH GALVANIZED NUT, LOCK WASHER & WASHER, MINIMUM 2 PER SIDE
8. 1/4 NEOPRENE GASKET
9. P.T. 2x NAILER
10. PREMANUFACTURED METAL CURB
11. METAL FLASHING
12. WELD
13. EXISTING INSULATION
14. EXISTING METAL DECK
15. EXISTING STL. JOIST
16. GALVANIZED 2x2x¼" STEEL ANGLE – TYP COPE & FULL WELD ATTACH TO EXISTING JOIST.
17. BRACE @ CORNERS TYPICAL
18. LAP SPLICE
19. EXISTING STRUCTURE
20. EXISTING 2x8 NAILER
21. REMOVE PORTION OF EXISTING SCUPPER AS NEEDED TO FIT NEW RAIN CONDUCTOR
22. NEW RAIN CONDUCTOR
23. 22 Ga. PREFINISHED STRAP FASTEN 2 PLACE IN EXISTING NAILER AND ON BOTH SIDES OF RAIN CONDUCTOR
24. CUT/FASHOIN DRIP EDGE TO ALLOW FOR PROPER MOUNTING ON RAIN CONDUCTOR
25. FASTEN GUTTER TO EXISTING SCUPPER
26. EXISTING SCUPPER
27. NEW PREFINISHED DOWNSPOUT; COLOR TO BE SELECTED BY ARCHITECT FROM FULL RANGE OF COLORS; COLOR TO BE PICKED BY ARCHITECT FROM FULL RANGE OF COLORS.
28. FASTEN DOWNSPOUT AS SHOWN
29. ROUTE NEW DOWNSPOUT ABOVE WINDOW THIS SIDE

GENERAL NOTES

1. ALL ROOFING WORK SHALL BE DONE PER NATIONAL ROOFING CONTRACTORS ASSOCIATION (LATEST EDITION) DETAILS FOR MEMBRANE ROOF.

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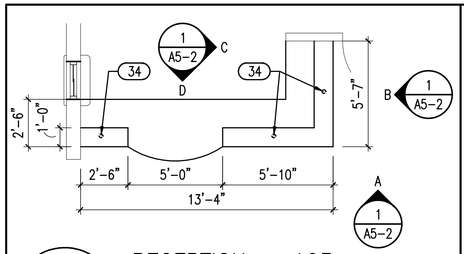
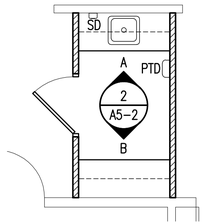


1 A2-1 A5-1 RECEPTION – 103

4' 2' 0' 4' 8'

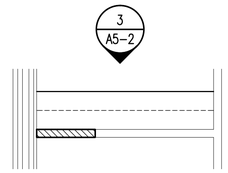
SCALE: 1/4"= 1'-0"



2 A2-1 A5-1 CLEAN UTILITY – 108

4' 2' 0' 4' 8'

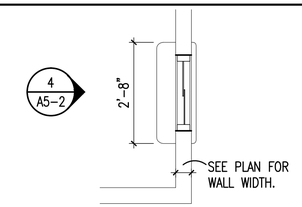
SCALE: 1/4"= 1'-0"



3 A2-1 A5-1 MGR. OFFICE – 111

4' 2' 0' 4' 8'

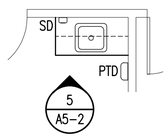
SCALE: 1/4"= 1'-0"



4 A2-1 A5-1 FILE/COPY – 104, RECEPTION 103

2' 1' 0' 2' 4'

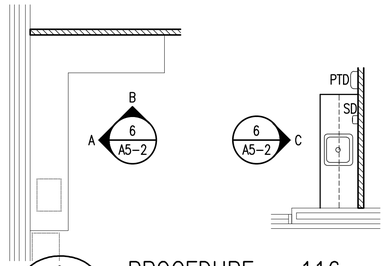
SCALE: 1/2"= 1'-0"



5 A2-1 A5-1 EXAM – 115,117,120 &121

4' 2' 0' 4' 8'

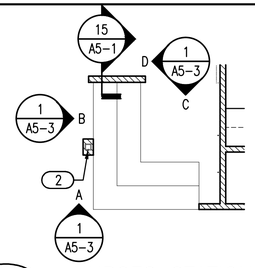
SCALE: 1/4"= 1'-0"



6 A2-1 A5-1 PROCEDURE – 116

4' 2' 0' 4' 8'

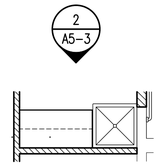
SCALE: 1/4"= 1'-0"



7 A2-1 A5-1 NURSES STATION – 114

4' 2' 0' 4' 8'

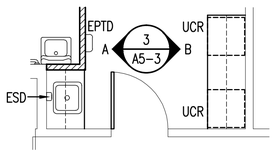
SCALE: 1/4"= 1'-0"



8 A2-1 A5-1 DIRTY UTILITY – 122

4' 2' 0' 4' 8'

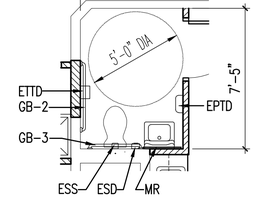
SCALE: 1/4"= 1'-0"



9 A2-1 A5-1 BLOOD DRAW – 109

4' 2' 0' 4' 8'

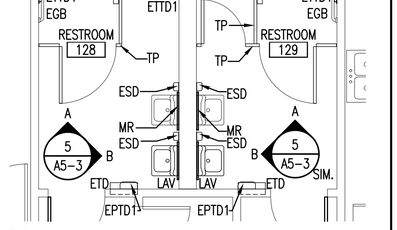
SCALE: 1/4"= 1'-0"



10 A2-1 A5-1 RESTROOM – 109A

4' 2' 0' 4' 8'

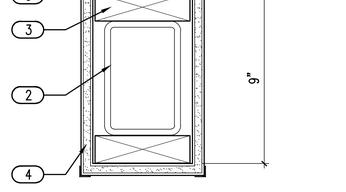
SCALE: 1/4"= 1'-0"



11 A2-1 A5-1 RESTROOMS – 128 &129

4' 2' 0' 4' 8'

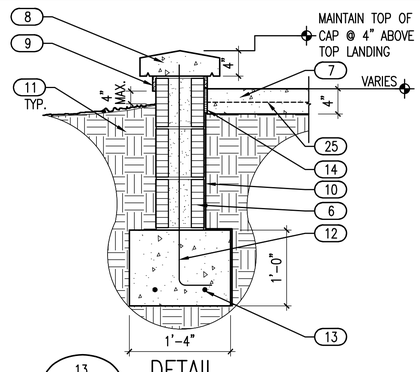
SCALE: 1/4"= 1'-0"



12 A2-1 A5-1 ENLARGED COLUMN PLAN

4" 2" 0' 4" 8"

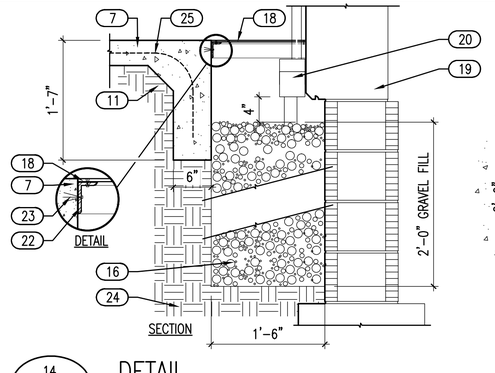
SCALE: 3"= 1'-0"



13 A2-1 A5-1 DETAIL

1' 6" 0' 1' 2'

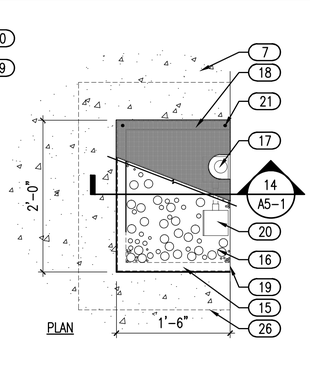
SCALE: 1"= 1'-0"

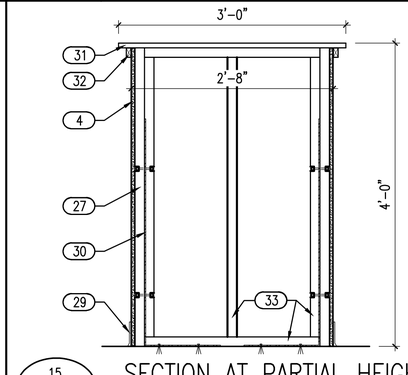


14 A2-1 A5-1 DETAIL

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"





15 A5-1 A5-1 SECTION AT PARTIAL HEIGHT WALL

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"

ABBREVIATIONS

EFND	EXISTING FEMININE NAPKIN DISPOSAL (RELOCATED)
EFND1	EXISTING FEMININE NAPKIN DISPOSAL TO REMAIN
EGB	EXISTING GRAB BAR TO REMAIN
EPTD	EXISTING PAPER TOWEL DISPENSER (RELOCATED)
EPTD1	EXISTING PAPER TOWEL DISPENSER TO REMAIN
ESD	EXISTING SOAP DISPENSER (RELOCATED)
ESS	EXISTING SANOR SYSTEM
ETD	EXISTING TOWEL DISPOSAL TO REMAIN
ETSCD	EXISTING TOILET SEAT COVER DISPENSER (RELOCATED)
ETSCD1	EXISTING TOILET SEAT COVER DISPENSER TO REMAIN
ETTD	EXISTING TOILET TISSUE DISPENSER (RELOCATED)
ETTD1	EXISTING TOILET TISSUE DISPENSER TO REMAIN
GB-1	36" L GRAB BAR
GB-2	42" L GRAB BAR
GB-3	32" L GRAB BAR
LAV	LAVATORY; SEE PLUMBING
MR	MIRROR
PTD	PAPER TOWEL DISPENSER
SD	SOAP DISPENSER
TP	TOILET PARTITION
UCR	UNDER COUNTER REFRIGERATOR; NIC
UR	URINAL

KEYNOTES

1. NOT USED
2. EXISTING TUBE STEEL COLUMN
3. WOOD BLOCKING
4. 5/8" THICK GYPSUM WALLBOARD
5. PLASTIC CORNER GUARDS TO 6'-0" A.F.F.; SEE A8-1
6. 8" CMU WALL; GROUT CELLS SOLID BELOW GRADE
7. CONCRETE WALK; SEE CIVIL
8. PRECAST CONC. CAP W/ CAST-IN CONT. DRIP BOTH SIDES W/ HANDRUBBED CONCRETE FINISH
9. ELASTOMERIC COATED STUCCO SYSTEM EACH SIDE
10. CONTINUOUS WATERPROOF MEMBRANE
11. COMPACTED FILL
12. #5 @ 48" O.C.
13. #5 CONTINUOUS EACH SIDE
14. PREMOLDED EXPANSION JOINT FILLER
15. STEEL ANGLE FRAME (THREE SIDES TYPICAL)
16. GRAVEL FILL BELOW
17. EXIST. CONDUIT – CUT PLATE COVER TO FIT
18. 1/4" DIAMOND PLATE ALUMINUM COVER
19. EXISTING WALL SURFACE
20. EXISTING ELECTRICAL EQUIPMENT; SEE ELECTRICAL
21. COUNTER SUNK BOLT ATTACH (4) TYP.
22. 2 1/2" x 1 1/2" x 3/16" GALVANIZED STEEL ANGLE WITH SLOTTED HOLES AT EXPANSION ANCHORS. WELD ATTACH NUT FOR 1/4" COUNTER SINK BOLT ATTACHMENT. PROVIDE ASPHALTIC COATING ON ALUMINUM PLATE SUPPORT LEG.
23. 3/8" EXPANSION ANCHOR – 2 PER ANGLE.
24. EXISTING GRADE
25. WWMF 6 X 6 X 1.4
26. TURN DOWN EDGE BELOW
27. 2x4 END STUD
28. 1/4" BOLT ATTACH, COUNTER SINK INTO WOOD STUD, (2) PER LEG MIN.
29. 4" RUBBER WALL BASE
30. LOW WALL STIFFENER (EACH END TYPICAL) – 3/16" THK. STL. PLATE. EXPANSION ANCHOR TO EXISTING CONCRETE FLOOR (2) PER LEG.
31. 1x WOOD CAP
32. 1x4 WOOD TRIM
33. 2x4 WOOD STUD AT 16" O.C.
34. 2 3/8" DIA. PVC CABLE GROMMET – COLOR TO BE SELECTED BY ARCHITECT

GENERAL NOTES

1. PROVIDE P.T. BLOCKING IN WALLS FOR ALL WALL MOUNTED ACCESSORIES.

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

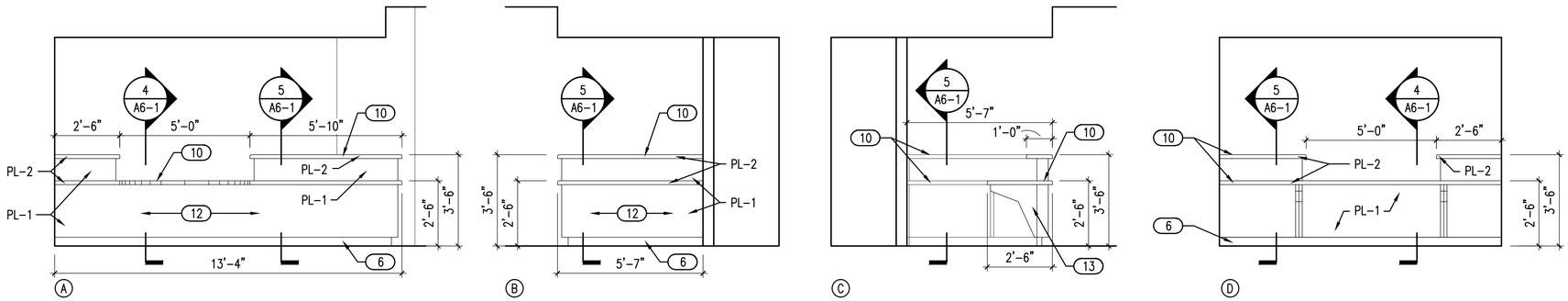
REVISED:

SHEET TITLE: PLANS AND DETAILS

SHEET NUMBER: **A5-1**

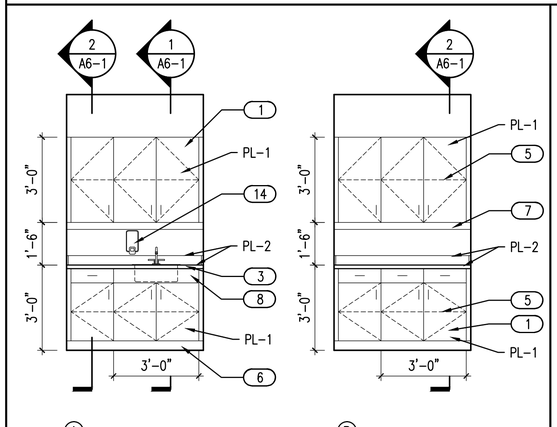
SHEET: of

1009-ARC-1.dwg
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB



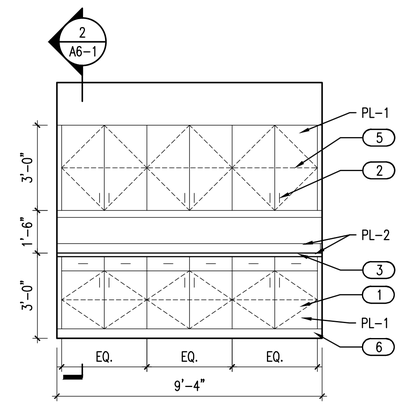
1 A5-1 A5-2 WELL WAITING – 101

SCALE: 3/8"= 1'-0"



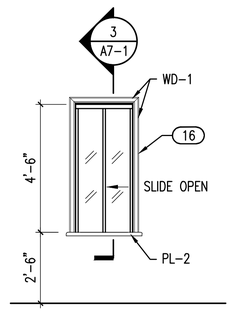
2 A5-1 A5-2 CLEAN UTILITY – 108

SCALE: 3/8"= 1'-0"



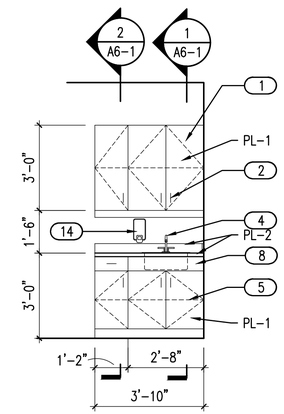
3 A5-1 A5-2 MGR. OFFICE – 111

SCALE: 3/8"= 1'-0"



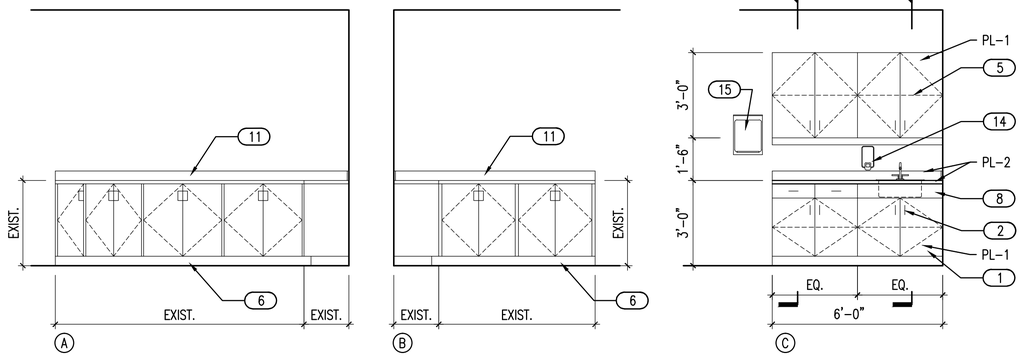
4 A5-1 A5-2 FILE/COPY – 104

SCALE: 3/8"= 1'-0"



5 A5-1 A5-2 TYPICAL EXAM ROOM

SCALE: 3/8"= 1'-0"



6 A5-1 A5-2 PROCEDURE – 116

SCALE: 3/8"= 1'-0"

KEYNOTES

1. 3/4" PLASTIC LAMINATE CLAD DOOR/ DRAWER FACE
2. DOOR/ DRAWER; 4" WIRE PULL
3. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH 4" BACKSPLASH AND PVC EDGE BANDING
4. PLUMBING FIXTURE; SEE PLUMBING
5. ADJUSTABLE 3/4" PLYWOOD SHELVING – PLASTIC LAMINATE CLAD
6. 4" RUBBER WALL BASE
7. UNDER CABINET LIGHT; SEE ELECTRICAL
8. PLASTIC LAMINATE CLAD FIXED PANEL
9. SLIDING GLASS PASS-THROUGH WINDOW; SEE A7-1
10. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH PVC EDGE
11. EXISTING RELOCATED CABINETS; SEE SHEET A1-1
12. 3/4" PLYWOOD – PLASTIC LAMINATE CLAD
13. DOUBLE LAYER 3/4" PLYWOOD BRACE – PLASTIC LAMINATE CLAD WITH PVC EDGING
14. SOAP DISPENSER; SEE A5-1
15. PAPER TOWEL DISPENSER; SEE A5-1
16. STAINED WOOD TRIM BOTH SIDES; AWI 4431

GENERAL NOTES

1. SEE FINISH SCHEDULE AND MATERIAL INDEX FOR ALL FINISHES.

Hernandez, Calhoun Design International
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1120 East Cervantes
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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

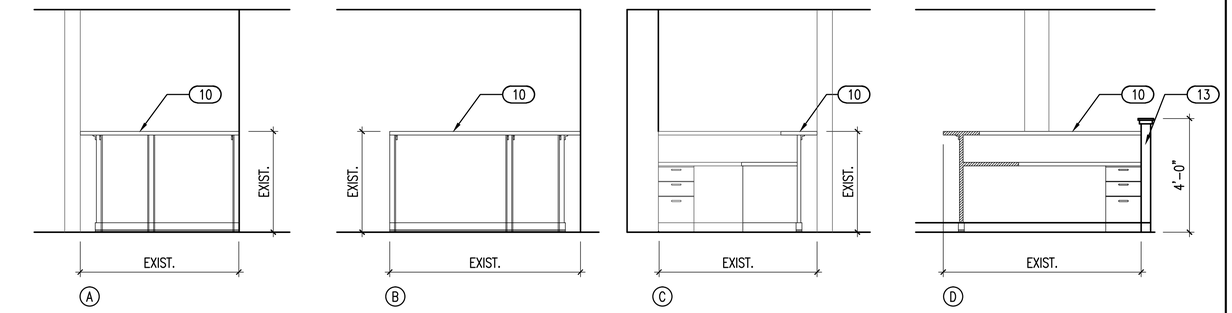
REVISED:

SHEET TITLE: CABINET ELEVATIONS

SHEET NUMBER: **A5-2**

SHEET: of

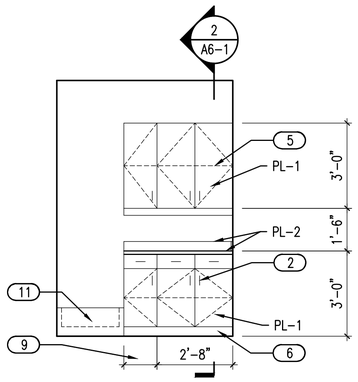
1009-A5-2.dwg
277-Apr-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB



1 A5-1 A5-3 NURSES STATION – 114

2' 1' 0' 2' 4'

SCALE: 3/8"= 1'-0"



2 A5-1 A5-3 DIRTY UTILITY – 122

2' 1' 0' 2' 4'

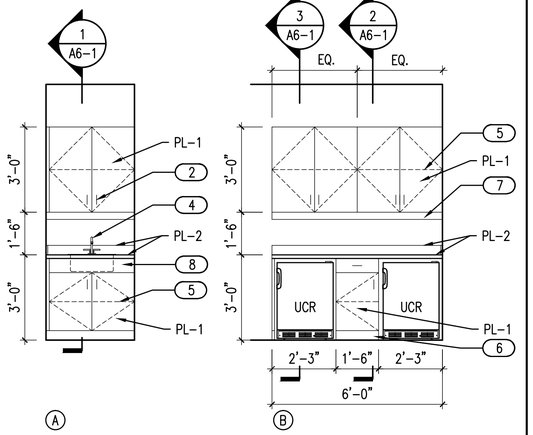
SCALE: 3/8"= 1'-0"

ABBREVIATIONS

ELAV	EXISTING LAVATORY
ESD	EXISTING SOAP DISPENSER
ESS	EXISTING SANOR SYSTEM
ETTD	EXISTING TOILET TISSURE DISPENSER
EWC	EXISTING WATER CLOSET
GB-1	36" L GRAB BAR
GB-2	42" L GRAB BAR
GB-3	32" L GRAB BAR
LAV	LAVATORY; SEE PLUMBING
MR-1	MIRROR; EXISTING TO BE REINSTALLED
PTD	PAPER TOWEL DISPENSER/WASTE RECEPTACLE
SD	SOAP DISPENSER; EXISTING TO BE REINSTALLED
TP	TOILET PARTITION
TTD	TOILET TISSUE DISPENSER
UCR	UNDER COUNTER REFRIGERATOR; NIC
UR	URINAL

KEYNOTES

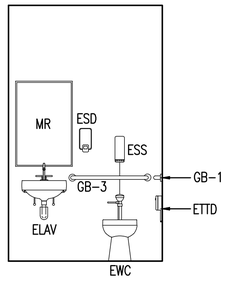
1. 3/4" PLASTIC LAMINATE CLAD DOOR/ DRAWER FACE
2. DOOR/ DRAWER; 4" WIRE PULL
3. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH 4" BACKSPLASH AND PVC EDGE BANDING
4. PLUMBING FIXTURE; SEE PLUMBING
5. ADJUSTABLE 3/4" PLYWOOD SHELVING – PLASTIC LAMINATE CLAD
6. 4" RUBBER WALL BASE
7. UNDER CABINET LIGHT; SEE ELECTRICAL
8. PLASTIC LAMINATE CLAD FIXED PANEL
9. CONTRACTOR TO COORDINATE CABINET DIMENSIONS WITH MOP SINK; SEE PLUMBING.
10. EXISTING RELOCATED WORKSTATION; SEE SHEET A1-1 AND A8-1
11. MOP SINK; SEE PLUMBING
12. SINK; INSULATE OR COVER EXPOSED PIPES; SEE PLUMBING
13. NEW PARTIAL HEIGHT WALL; SEE 15/A5-1



3 A5-1 A5-3 BLOOD DRAW – 109

2' 1' 0' 2' 4'

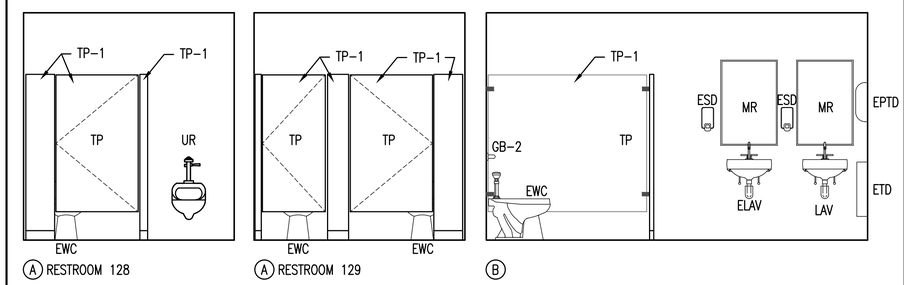
SCALE: 3/8"= 1'-0"



4 A5-1 A5-3 RESTROOM – 109A

2' 1' 0' 2' 4'

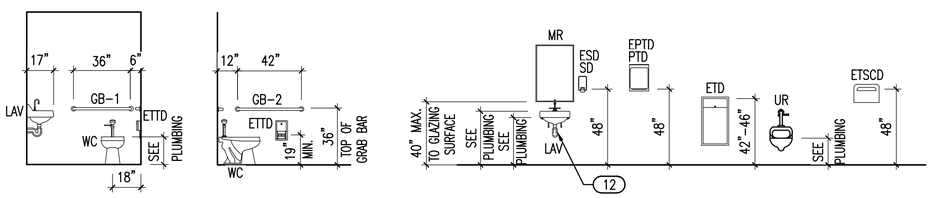
SCALE: 3/8"= 1'-0"



5 A5-1 A5-3 RESTROOM – 128 & 129

2' 1' 0' 2' 4'

SCALE: 3/8"= 1'-0"



6 A5-3 A5-3 TYPICAL TOILET ACCESSORY MOUNTING HEIGHTS

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

GENERAL NOTES

1. SEE FINISH SCHEDULE AND MATERIAL INDEX FOR ALL FINISHES.

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MEDICAL CLINIC RENOVATION
2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

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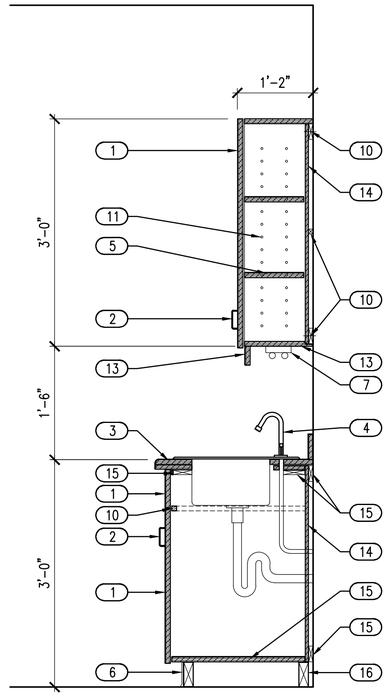
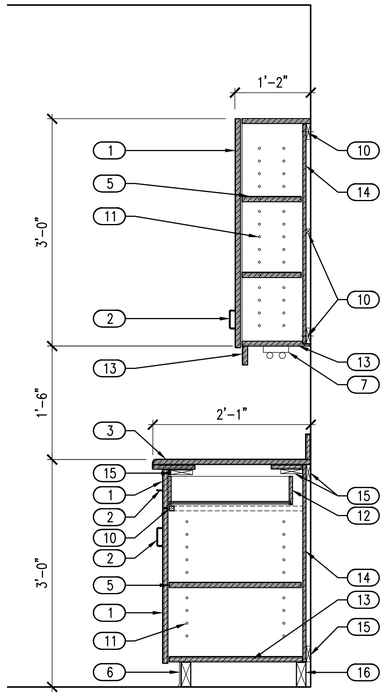
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB



1 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

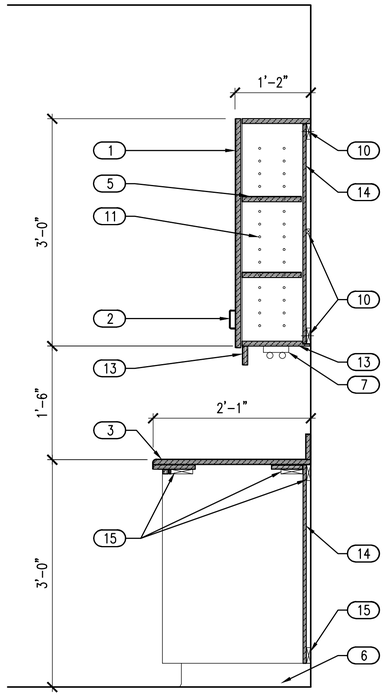
SCALE: 1"= 1'-0"



2 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

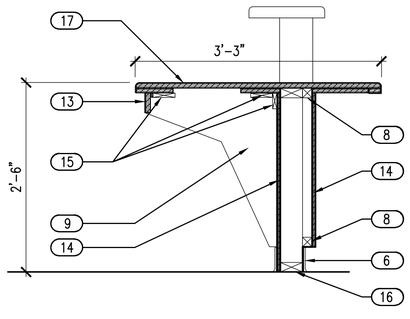
SCALE: 1"= 1'-0"



3 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

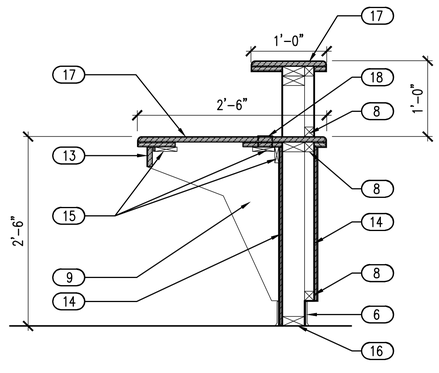
SCALE: 1"= 1'-0"



4 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"



5 A5-1 | A6-1 CABINET SECTION

1' 6" 0' 1' 2'

SCALE: 1"= 1'-0"

KEYNOTES

1. 3/4" PLASTIC LAMINATE CLAD DOOR/ DRAWER FACE
2. DOOR/ DRAWER; 4" WIRE PULL
3. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH 4" BACKSPLASH AND PVC EDGE BANDING
4. PLUMBING FIXTURE; SEE PLUMBING
5. ADJUSTABLE 3/4" PLYWOOD SHELVING – PLASTIC LAMINATE CLAD
6. 4" RUBBER WALL BASE
7. UNDER CABINET LIGHT; SEE ELECTRICAL
8. 2x2 CONTINUOUS BLOCKING
9. DOUBLE LAYER 3/4" PLYWOOD BRACE – PLASTIC LAMINATE CLAD
10. 1x CONTINUOUS WOOD BLOCKING
11. 32MM PREDRILLED ADJUSTABLE SHELVING SUPPORT SYSTEM
12. 1/2" REAR DRAWER PANEL PLASTIC LAMINATE CLAD
13. 3/4" PLYWOOD – PLASTIC LAMINATE CLAD
14. 1/2" PLYWOOD – PLASTIC LAMINATE CLAD
15. 1x4 FRAME
16. P.T. 2x4 CONTINUOUS BLOCKING
17. 3/4" PLYWOOD COUNTERTOP – PLASTIC LAMINATE CLAD WITH PVC EDGE
18. 2 3/8" DIA. PVC CABLE GROMMET – COLOR TO BE SELECTED BY ARCHITECT

GENERAL NOTES

1. SEE FINISH SCHEDULE AND MATERIAL INDEX FOR ALL FINISHES.

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: B. ARNOLD

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

REVISED:

SHEET TITLE: CABINET SECTIONS AND DETAILS

SHEET NUMBER: **A6-1**

SHEET: of

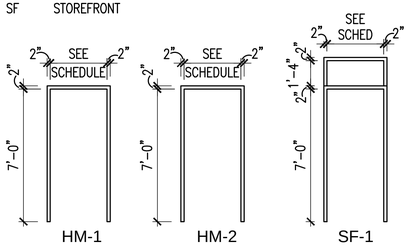
1009.dgn 1.dwg
27-Aug-10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 x 22.00 INCHES) at 1:1 using HCD - ARCHITECTURAL.CTB

DOOR SCHEDULE

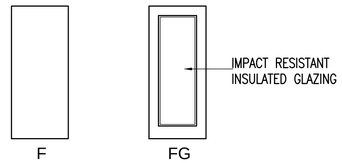
DOOR SYMBOL		DOOR							FRAME					HARDWARE		
		SIZE														
SPACE	MARK	WIDTH	HEIGHT	THICK	MAT.	TYPE	GLAZING	UNDER CUT	MAT.	TYPE	HEAD	JAMB	SILL	SET NO.	KEYSIDE SPACE	REMARKS
101	1	EXISTING												EXST	EXT	2
101A	2	EXISTING												01	101	2
102	3	PR. 3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	03	107	
134	4	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	02	107	
129A	5	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
129	6	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	10	132	
128A	7	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
130	8	EXISTING												EXST	–	2
128	9	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	10	128A	
133	10	EXISTING												04	134	2
127	11	EXISTING												01	134	2
132	12	EXISTING												EXST	–	2
104	13	EXISTING												01	107	2
104	13A	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
105	14	–	–	–	–	–	–	–	–	–	–	–	–	N/A	–	3
106	15	EXISTING												01	105	2
105	16	EXISTING												01	105	2
110	17	–	–	–	–	–	–	–	HM	2	–	–	–	N/A	–	
107	18	–	–	–	–	–	–	–	EXST	EXST	–	–	–	N/A	–	
108	19	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	111A	
111	20	EXISTING												01	111A	2
113	21	EXISTING												01	114	2
115	22	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	06	114	1
116	23	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	06	114	1
117	24	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	1	1/A7-1	2/A7-1	–	06	114	1
118	25	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	114	
119	26	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	01	114	1
120	27	3'-0"	7'-0"	EXST	EXST	EXST	–	–	HM	2	1/A7-1	2/A7-1	–	06	114	1
121	28	EXISTING												06	136	2
107	29	3'-0"	7'-0"	1 3/4"	ALUM.	FG	–	–	SF	1	5/A7-1	6/A7-1	5/A7-1	07	EXT	4
123	30	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	137	
124	31	EXISTING												01	136	2
122	32	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	114	
112	33	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	05	107	
131	34	EXISTING												EXST	–	2
109	35	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	2	1/A7-1	2/A7-1	–	06	107	
109A	36	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	08	109	
125	37	EXISTING												01	----	2
126	38	EXISTING												EXST	–	2
125	39	3'-0"	7'-0"	1 3/4"	SCW	F	–	–	HM	1	1/A7-1	2/A7-1	–	09	E105	5
E105	40	EXISTING														

ABBREVIATIONS

ALUM ALUMIUNUM
HM HOLLOW METAL
SCW SOLID CORE WOOD
SF STOREFRONT



FRAME TYPES
SCALE 1/4" = 1'-0"



DOOR TYPES
SCALE 1/4" = 1'-0"

SCHEDULE NOTES

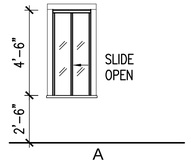
1. REUSE SALVAGED WOOD DOORS FROM DEMOLITION. SWAP DOORS AS NEEDED FOR HANDING.
2. DOOR AND/OR FRAME IS EXISTING TO REMAIN. PROVIDE NEW HARDWARE AS INDICATED. COORDINATE WITH FINISH SCHEDULE AND PLANS FOR NEW FINISHES.
3. UNFRAMED OR UNCASED OPENING; SEE FLOOR PLAN FOR DETAILS.
4. PREP DOOR FRAME FOR MAGNETIC LOCK; PROVIDE MAGNETIC LOCK AND CARD READER. TIE TO EXISTING BUILDING ALARM SYSTEM; SEE ELECTRICAL.
5. PROVIDE BATTERY OPERATED ALARM ACTIVATED BY EXITING FROM THE CLINIC.

WINDOW SCHEDULE

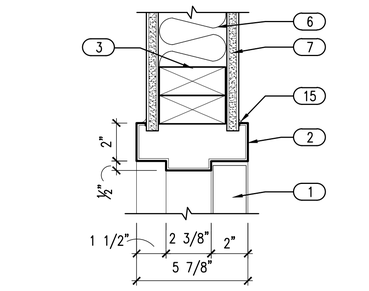
	WINDOW			FRAME					SILL HEIGHT A.F.F	
	SIZE					DETAILS				
MARK	WIDTH	HEIGHT	GLAZING	MATERIAL	FINISH	HEAD	JAMB	SILL		REMARKS
A	2'-0"	4'-6"	¼" TEMP	ALUM	ANOD	3/A7-1	4/A7-1	3/A7-1		1

REMARKS

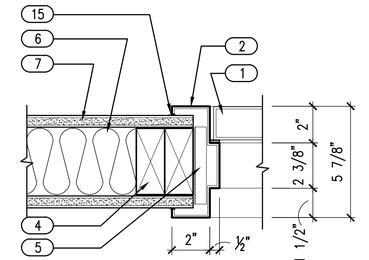
1. PASS THROUGH WINDOW HARDWARE



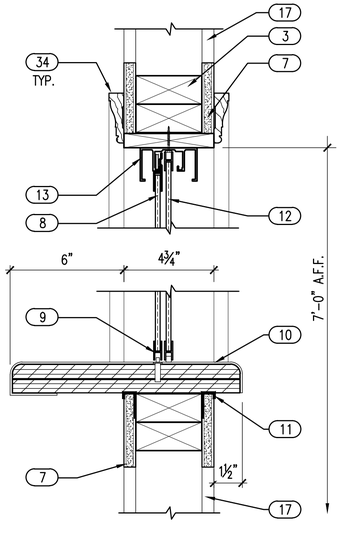
(ALUMINUM TRANSACTION)
WINDOW TYPES
SCALE 1/4" = 1'-0"



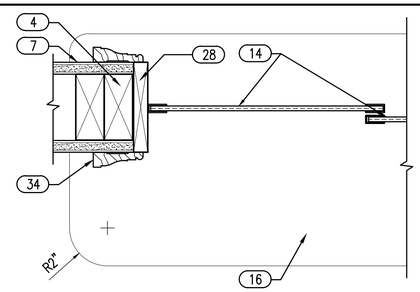
1 A7-1 A7-1 INT. HEAD DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



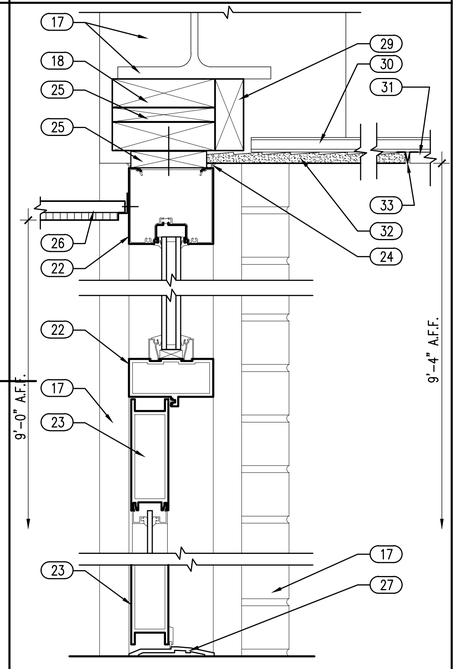
2 A7-1 A7-1 INT. JAMB DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



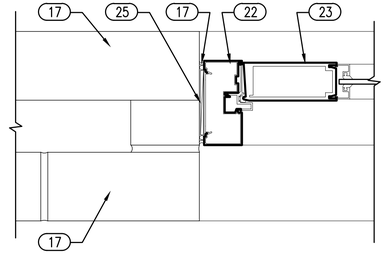
3 A7-1 A7-1 TRANSACTION WINDOW HEAD/SILL DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



4 A7-1 A7-1 TRANSACTION WINDOW JAMB DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



5 A7-1 A7-1 EXT. HEAD/TRANSOM/ SILL DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"



6 A7-1 A7-1 EXT. JAMB DETAIL
4" 2" 0' 4" 8"
SCALE: 3"= 1'-0"

KEYNOTES

1. SOLID CORE WOOD DOOR; SEE DOOR SCHEDULE A7-1
2. HOLLOW METAL DOOR FRAME; SEE DOOR SCHEDULE A7-1
3. PROVIDE DOUBLE 2x4 WOOD STUDS AT HEADER
4. PROVIDE DOUBLE 2x4 WOOD STUDS AT JAMB
5. JAMB ANCHOR; (3) PER JAMB, MINIMUM
6. 4" FIBERGLASS BATT INSULATION
7. 5/8" THICK GYPSUM WALLBOARD
8. SUSPENDED OPERABLE SLIDING PANE – TEMPERED
9. BOTTOM GUIDES BY FRAME MANUFACTURER
10. LAMINATE FINISH OVER (2) LAYERS ¾" PLYWOOD
11. J-MOLD; TYPICAL
12. TEMPERED GLAZING IN ALUMINUM FRAME
13. EXTRUDED ALUMINUM HEADER FRAME
14. ONE FIXED OPERABLE AND ONE SLIDING PANE
15. SEALANT
16. LAMINATE CLAD TRANSACTION COUNTER
17. EXISTING CONSTRUCTION
18. PROVIDE DOUBLE 2x6 WOOD STUDS AT HEADER
19. ELASTOMERIC COATED STUCCO SYSTEM ON METAL LATH
20. 5/8" EXTERIOR SHEATHING
21. WATERPROOF MEMBRANE
22. STOREFRONT DOOR FRAME; SEE DOOR SCHEDULE A7-1
23. STOREFRONT DOOR; SEE DOOR SCHEDULE A7-1
24. BACKER ROD AND SEALANT
25. P.T. BLOCKING
26. SUSPENDED ACOUSTICAL CEILING
27. ALUMINUM THRESHOLD
28. STAINED 1x4 WOOD TRIM
29. 2X P.T. WOOD NAILER
30. EXISTING FURRING CHANNEL SOFFIT SUPPORT
31. SAWCUT EXISTING SOFFIT ± 13" FROM FACE OF EXISTING WINDOW FRAME. EXISTING FURRING CHANNEL SUPPORT SYSTEM TO REMAIN.
32. STUCCO ON METAL LATH SOFFIT TO MATCH EXISTING
33. GALVANIZED METAL CONTROL JOINT
34. STAINED WOOD TRIM BOTH SIDES; AWI 4431

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PROFESSIONAL OF RECORD: S. HERNANDEZ
DRAWN BY: B. ARNOLD
PROJECT NO. 1009
DATE OF ISSUE: AUGUST 2010
REVISED:

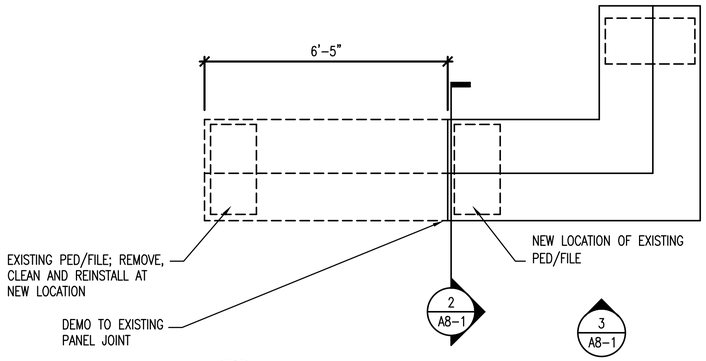
SHEET TITLE: DOOR / WINDOW SCHEDULE AND DETAILS

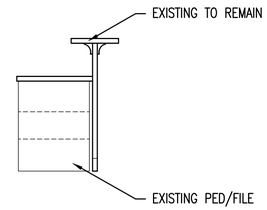
SHEET NUMBER: **A7-1**
SHEET: of

1300 x 21.1 pw
27.4x9.13 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI - ARCHITECTURAL.CTB

ROOM FINISH SCHEDULE

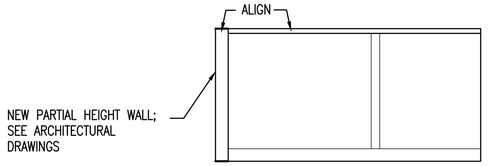
ROOM NUMBER	ROOM NAME	WALLS														
		FLOOR		BASE		NORTH		EAST		SOUTH		WEST		CEILING		
		MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	MAT'L	COLOR	NOTES
101	WELL WAITING	VCT	1	–	–	P	3	P	3	P	3	P	2	–	–	
101A	KIDS AREA	VCT	1	RB	–	P	3	P	3	P	3	P	2	–	–	3
102	MED. VEND.	VCT	1	RB	–	P	1	P	1	P	1	P	1	–	–	
103	RECEPTION	VCT	1	RB	–	P	3	P	3	P	3	P	2	–	–	
104	FILE/COPY	VCT	1	RB	–	P	2	P	2	P	2	P	2	–	–	
105	SICK WAITING	VCT	1	RB	–	P	1	P	1	P	3	P	1	–	–	
106	CONFERENCE	–	–	–	–	P	3	P	3	P	2	P	3	–	–	
107	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
108	CLEAN UTILITY	SV	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
109	BLOOD DRAW	SV	1	RB	1	P	2	P	2	P	2	P	2	–	–	
109A	RESTROOM	VCT	1	RB	1	P	2A	P	2A	P	2A	P	2A	GWB	1	1
110	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
111	MGR. OFFICE	–	–	–	–	P	2	P	1	P	2	P	1	–	–	
111A	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
112	STORAGE	VCT	1	RB	1	P	3	P	3	P	3	P	3	GWB	1	
113	WELLNESS	–	–	–	–	P	2	P	3	P	2	P	3	–	–	
114	NURSE'S STATION	VCT	1	RB	1	P	2	P	1	P	1	P	1	–	–	2
115	EXAM	SV	1	RB	1	P	3	P	2	P	3	P	3	–	–	
116	PROCEDURE	SV	1	RB	1	P	1	P	1	P	3	P	1	–	–	2
117	EXAM	SV	1	RB	1	P	3	P	3	P	2	P	3	ACT	1	
118	STORAGE	VCT	1	RB	1	P	1	P	1	–	–	–	–	GWB	1	
119	OFFICE	–	–	–	–	P	1	P	1	P	2	P	1	–	–	
120	EXAM	SV	1	RB	1	P	3	P	3	P	3	P	2	–	–	
121	EXAM	SV	1	RB	1	P	3	P	3	P	3	P	2	–	–	
122	DIRTY UTILITY	SV	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	
123	STORAGE	VCT	1	RB	1	P	–	P	–	P	1	P	–	ACT	1	
124	OFFICE	–	–	–	–	P	3	P	3	P	3	P	3	–	–	
125	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
126	ELEC. EQUIP.	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
127	HEALTH SPECIALIST	–	–	–	–	P	2	P	3	P	3	P	3	–	–	
128	MEN	CT	1	CTB	1	P	2A	P	2A	P	2A	P	2A	–	–	1, 4
128A	VESTIBULE	–	–	–	–	P	2	P	2	P	2	P	2	–	–	1
129	WOMEN	–	–	–	–	P	2A	P	2A	P	2A	P	2A	–	–	1
129A	VESTIBULE	–	–	–	–	P	2	P	2	P	2	P	2	–	–	1
130	JAN.	–	–	–	–	P	1	P	1	P	1	P	1	–	–	1
131	CLOSET	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
132	CLOSET	–	–	–	–	–	–	–	–	–	–	–	–	–	–	
133	BREAK	–	–	–	–	P	1	P	1	P	1	P	1	–	–	
134	WORK AREA	–	–	–	–	P	1	P	1	P	1	P	1	–	–	
135	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
136	CORRIDOR	VCT	1	RB	1	P	1	P	1	P	1	P	1	–	–	
137	VESTIBULE	VCT	1	RB	1	P	1	P	1	P	1	P	1	ACT	1	2





1 A8–1 A8–1 WORK STATION
2' 1' 0' 2' 4'
SCALE: 1/2"= 1'–0"

2 A8–1 A8–1 WORK STATION DETAIL
2' 1' 0' 2' 4'
SCALE: 1/2"= 1'–0"



3 A8–1 A8–1 WORK STATION ELEVATION
2' 1' 0' 2' 4'
SCALE: 1/2"= 1'–0"

INTERIOR FINISH LEGEND

ACT	ACOUSTICAL CEILING TILE
CPT	CARPET
CP	CORNER GUARDS
CT	CERAMIC TILE
CTB	CERAMIC TILE BASE
ES	EXTERIOR STUCCO
EX	EXISTING
GWB	GYPSUM WALLBOARD CEILING
P	PAINT
PL	PLASTIC LAMINATE
PT	PORCELAIN TILE
PTB	PORCELAIN TILE BASE
RB	RUBBER BASE – 4"
SV	MARMOLEUM COMPOSITION SHEET FLOORING
TP	TOILET PARTITIONS
VCT	VINYL COMPOSITION TILE
WD	WOOD STAIN

FINISH SCHEDULE NOTES

1. PROVIDE SEMI–GLOSS LATEX PAINT IN THESE AREAS.
2. SEE SHEET A2–2 FOR NEW ACT–1 LOCATIONS.
3. RB–1 ON WEST WALL ONLY.
4. PROVIDE CT–1 AND CTB–1 IN DESIGNATED AREA. COORDINATE WITH SHEET A2–1, A8–2 AND PLUMBING.

GENERAL NOTES

1. ALL AREAS SHALL BE EGGSHELL FINISH.
2. ALL DOORS SHALL BE PAINTED IN SEMI–GLOSS FINISH
3. ALL SURFACES ON EXISTING WORK STATION SHALL BE CLEANED.
4. CONTRACTOR TO COORDINATE RECONFIGURATION OF EXISTING WORKSTATION.

FINISH INDEX

EXTERIOR STUCCO:
- ES–1 TO MATCH SHERWIN WILLIAMS SW6062 RUGGED BROWN

FLOORS:
- CPT–1 SHAW, GLOW 5A020, COLOR: CREME DE LA CREME 13103 (BID OPTION #5)
- VCT–1 MANNINGTON, ESSENTIALS, ALMONDINE 133
- VCT–1 MANNINGTON, ESSENTIALS, PRAIRIE SAND 183
- SV–1 FORBO, FOREST GROUND CP–3234
- PT–1 STONEPEAK, TERRAIN DESSERT 18" X 18" (BID OPTION #4)
- CT–1 AMERICAN OLEAN; 1X1 MOSAIC TILE; NUTMEG A37

GROUT:
- CT–1 MATCH EXISTING GROUT
- PT–1 MAPAEI STRAW 94 (BID OPTION #4)

BASE:
- RB–1 FLEXCO, OUTER BANKS 038
- PTB–1 STONEPEAK, TERRAIN DESSERT 6" X 12" COVE BASE (BID OPTION #4)
- CTB–1 AMERICAN OLEAN; BUILT UP BASE MT5; MATCH EXISTING MOSAIC BASE HEIGHT

WALLS:
- P–1 SHERWIN WILLIAMS RHINESTONE SW7656, LOW VOC
  FINISH: FLAT
- P–2 SHERWIN WILLIAMS CONVIVAL YELLOW SW 6393, LOW VOC
  FINISH: FLAT
- P–2A SHERWIN WILLIAMS CONVIVAL YELLOW SW 6393, LOW VOC
  FINISH: SEMI–GLOSS
- P–3 SHERWIN WILLIAMS RAMIE SW 6156, LOW VOC
  FINISH: FLAT
- P–4 SHERWIN WILLIAMS UNCERTAIN GRAY SW6234, LOW VOC
  FINISH: SATIN

CABINETS/COUNTER TOPS:
- PL–1 WILSONART; NEPAL TEAK, 7208K–78 (CABINETS)
- PL–2 WILSONART; JEWELED OPAL 4865K–52 (COUNTER TOP)

PVC EDGE BANDING:
- PL–2 TO MATCH WILSONART D91–60 SLATE GREY

TOILET PARTITIONS AND URINAL SCREENS:
- TP–1 ALL PARTITIONS AND PARTS; COLOR; WILSONART 4823–60 ANTIQUE BRUSH

SOLID PHENOLIC TOILET AND URINAL PARTITIONS:
- TP–1 ALL PARTITIONS AND PARTS; COLOR WILSONART 4823–60 ANTIQUE BRUSH (BID OPTION #3)

SIGNAGE:
- BACKGROUND: APCO ARCHITECTURAL SIGNAGE; A50 WINDSOR BLUE. TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS FULL RANGE OF COLORS

SIGNAGE MESSAGE COLOR: A72 BONE WHITE

ACOUSTICAL TILE AND GRID:
- ACT–1 ARMSTRONG, CORTEGA SQUARE LAY–IN 770, 2'X2'X5/8"
- GWB–1 SHERWIN WILLIAMS, LATEX INTERIOR; COLOR: SW7007 CEILING BRIGHT WHITE

STEEL DOOR FRAMES:
- P–4 SHERWIN WILLIAMS UNCERTAIN GRAY SW 6234, LOW VOC
  FINISH: SATIN

WOOD DOORS AND TRIM:
- WD–1 STAIN TO MATCH WILSONART 7209K–78 NEPAL TEAK

FIRE EXTINGUISHER CABINET: PAINT TO MATCH ADJACENT WALL

CORNER GUARDS:
- CP–1 INPRO CORP., CLEAR CORNER GUARDS, 3/4" WING, 4' H

WALL SWITCH HANDLES AT EACH SPACE AND STANDARD RECEPTACLE EXISTING AT EACH SPACE

ELECTRICAL DEVICE COVER PLATES: MATCH EXISTING AT EACH SPACE

LOUVERS AND VENTS: TO MATCH ADJACENT SURFACE COLOR

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MEDICAL CLINIC RENOVATION

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PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: L. OW

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

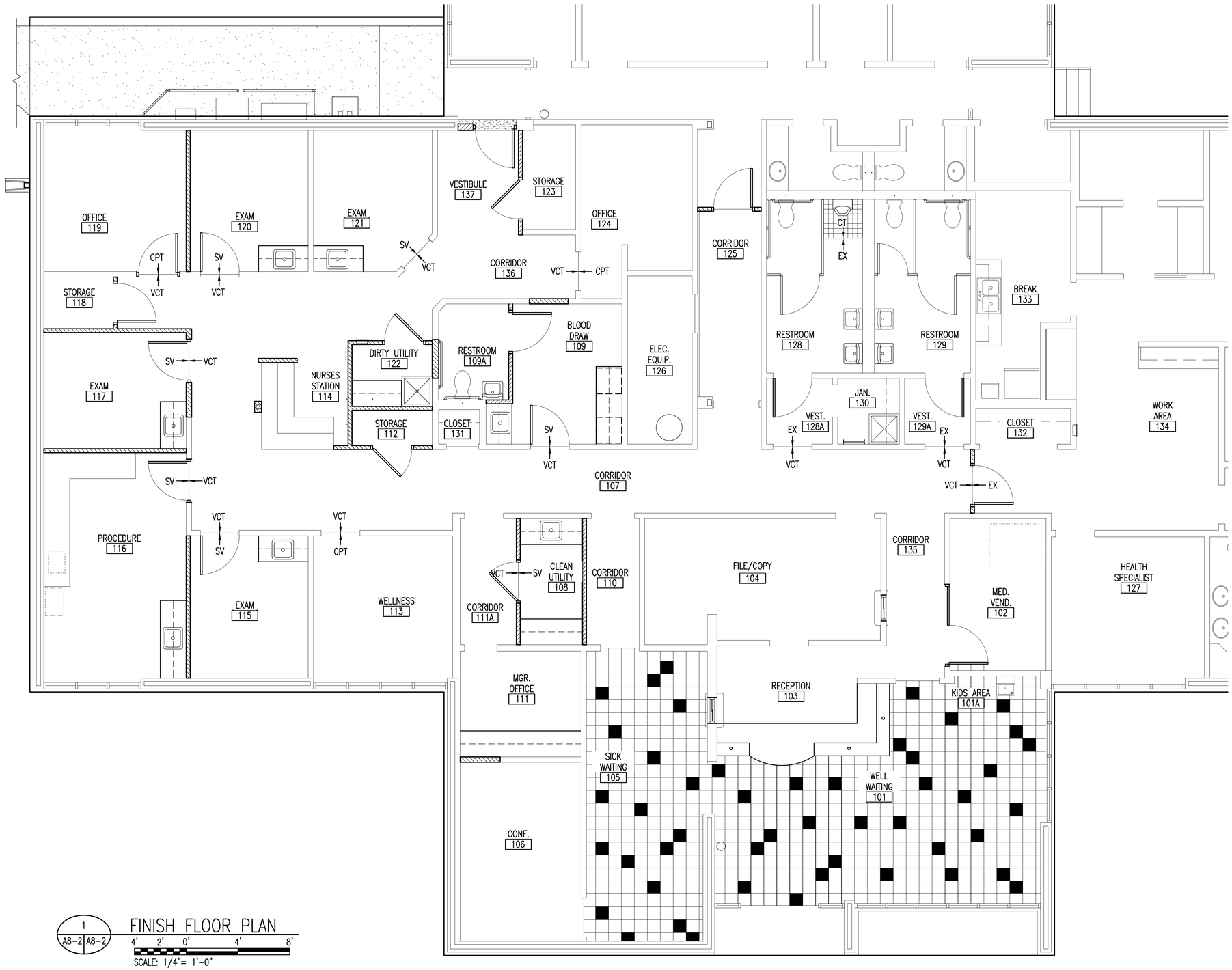
REVISED:

SHEET TITLE: FINISH SCHEDULE

SHEET NUMBER: **A8-1**

SHEET: of

1201.dwt 4 Apr
27–Apr–10 by BRENDA ARNOLD
ANSI EXPAND D (34.00 X 22.00 INCHES) at 1:1 using HCDI – ARCHITECTURAL.CTB



1 A8-2 A8-2

FINISH FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

GENERAL NOTES

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING BID OR PROCEEDING WITH WORK.
2. PRIOR TO INSTALLING NEW CARPET, EXISTING FLOOR SHOULD BE CLEANED AND FLUSH.
3. REFER TO FINISH SCHEDULE FOR ALL INTERIOR BUILDING FINISH LOCATIONS AND COLOR DESIGNATIONS.

LEGEND

- VCT-1
- VCT-2
- CT-1

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PROFESSIONAL OF RECORD: S. HERNANDEZ

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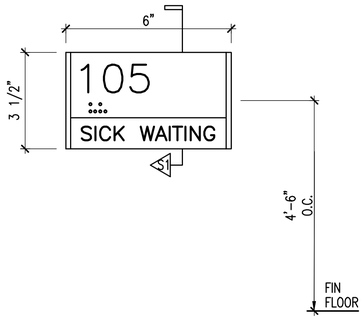
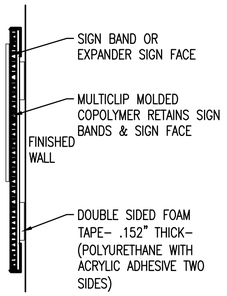
SHEET TITLE: FINISH FLOOR PLAN

SHEET NUMBER: A8-2

SHEET: of





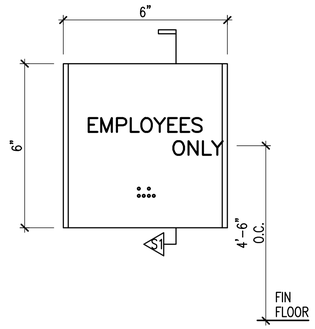
S1 SECTION



RADIUS EDGE PROFILE

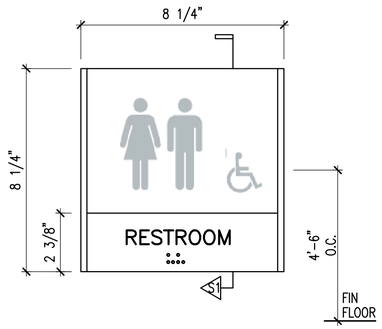
INTERIOR ROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH116 SIGN SYSTEM
ROOM NUMBER: HELVITICA MEDIUM, 1" HIGH, FLUSH LEFT
ROOM NAME: UPPER AND LOWER CASE HELVETICA MEDIUM, 1/2" CAPITAL LETTER HEIGHT, FLUSH LEFT
ADDITIONAL TEXT: UPPER AND LOWER CASE HELVETICA MEDIUM, 3/8" CAPITAL LETTER HEIGHT, FLUSH LEFT
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 3 1/2" X 6"
WALL MOUNTING METHOD: VINYL TAPE MOUNT
MOUNTING LOCATION: 60" AFF O.C, 3" FROM LATCH SIDE OF DOOR FRAME.

TYPE A – ROOM IDENTIFICATION

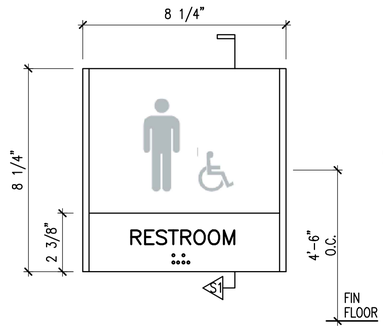


INTERIOR EMPLOYEES ONLY SIGNAGE – EQUIVALENT TO APCO ACCORD 15 AH156 SYSTEM
MESSAGE TEXT: UPPER AND LOWER CASE HELVETICA MEDIUM, 1" CAPITAL LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 6" X 6"
WALL MOUNTING METHOD: VINYL TAPE MOUNT
MOUNTING HEIGHT: 5'–0" O.C.

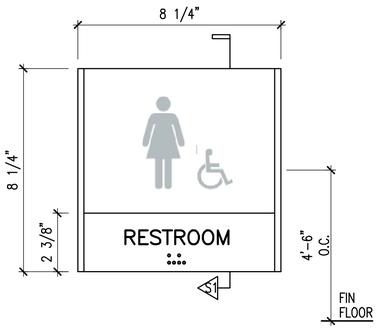
TYPE B – EMPLOYEES ONLY



INTERIOR RESTROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH141 SIGN SYSTEM
PICTOGRAMS: 4"–HIGH, CENTERED
MESSAGE TEXT: HELVETICA MEDIUM, 1/2"" LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 8 1/4" X 8 1/4"
WALL MOUNTING METHOD: VINYL TAPE MOUNT



INTERIOR RESTROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH141 SIGN SYSTEM
PICTOGRAMS: 4"–HIGH, CENTERED
MESSAGE TEXT: HELVETICA MEDIUM, 1/2"" LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIUS
OVERALL SIGN SIZE: 8 1/4" X 8 1/4"
WALL MOUNTING METHOD: VINYL TAPE MOUNT



INTERIOR RESTROOM IDENTIFICATION SIGNAGE – EQUIVALENT TO APCO ACCORD 15 MODULAR AH141 SIGN SYSTEM
PICTOGRAMS: 4"–HIGH, CENTERED
MESSAGE TEXT: HELVETICA MEDIUM, 1/2"" LETTER HEIGHT, CENTERED
TACTILE/BRAILLE TEXT: 5/8"–HIGH OR GREATER AS PER ADA SPECIFICATIONS.
EDGE PROFILE: RADIURS
OVERALL SIGN SIZE: 8 1/4" X 8 1/4"
WALL MOUNTING METHOD: VINYL TAPE MOUNT

TYPE C – RESTROOM IDENTIFICATION

SIGNAGE SCHEDULE

SIGN/ SYMBOL	TYPE	SIGN SIZE	TEXT/ DESCRIPTION	NOTES
1	A	3 1/2" x 6"	105 SICK WAITING	
2	B	6" X 6"	EMPLOYEES ONLY	1
3	A	3 1/2" x 6"	102 MEDICAL VENDING	
4	A	3 1/2" x 6"	127 HEALTH SPECIALIST	
5	A	3 1/2" x 6"	132 CLOSET	
6	A	3 1/2" x 6"	133 BREAK ROOM	
7	A	3 1/2" x 6"	EMPLOYEES ONLY	
8	C	8 1/4" x 8 1/4"	129 WOMEN	3
9	A	3 1/2" x 6"	130 JANITOR	
10	C	8 1/4" x 8 1/4"	128 MEN	2
11	A	3 1/2" x 6"	104 FILE/COPY	
12	A	3 1/2" x 6"	126 ELECTRICAL EQUIPMENT	
13	A	3 1/2" x 6"	124 OFFICE	
14	A	3 1/2" x 6"	123 STORAGE	
15	A	3 1/2" x 6"	121 EXAM	1
16	A	3 1/2" x 6"	122 DIRTY UTILITY	
17	A	3 1/2" x 6"	120 EXAM	
18	A	3 1/2" x 6"	119 OFFICE	
19	A	3 1/2" x 6"	118 STORAGE	1
20	A	3 1/2" x 6"	117 EXAM	
21	A	3 1/2" x 6"	116 PROCEDURE	
22	A	3 1/2" x 6"	115 EXAM	
23	A	3 1/2" x 6"	113 WELLNESS	
24	A	3 1/2" x 6"	112 STORAGE	
25	A	3 1/2" x 6"	131 CLOSET	
26	A	3 1/2" x 6"	111 MANAGER OFFICE	
27	A	3 1/2" x 6"	108 CLEAN UTILITY	
28	A	3 1/2" x 6"	109 BLOOD DRAW	
29	C	8 1/4" x 8 1/4"	109A RESTROOM	4
30	A	3 1/2" x 6"	106 CONFERENCE	
31	B	6" X 6"	AUTHORIZED ADMITTANCE ONLY	

GENERAL NOTES

1. REFER TO SHEET A8–1 FOR ALL SIGNAGE COLORS
2. REFER TO SHEET A9–2 FOR ALL SIGN LOCATIONS
3. CONTRACTOR TO PROVIDE SIGNAGE SCHEDULE PER SPECIFICATIONS. PRE–PRINTED INSERT TEXT AND FIXED TEXT WILL BE REVIEWED AND APPROVED BY ARCHITECT.

SIGNAGE SCHEDULE NOTES

1. CENTER MOUNT ON DOOR.
2. SYMBOLS – MALE AND HANDICAP.
3. SYMBOLS – FEMALE AND HANDICAP.
4. SYMBOLS – MALE, FEMALE, AND HANDICAP.

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PROFESSIONAL OF RECORD: S. HERNANDEZ
DRAWN BY: L. OW
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SHEET TITLE: SIGNAGE SCHEDULE AND DETAILS

SHEET NUMBER: **A9-1**
SHEET: of

1009-09-1.dwg
27-Aug-10, By BRENDA ARNOLD
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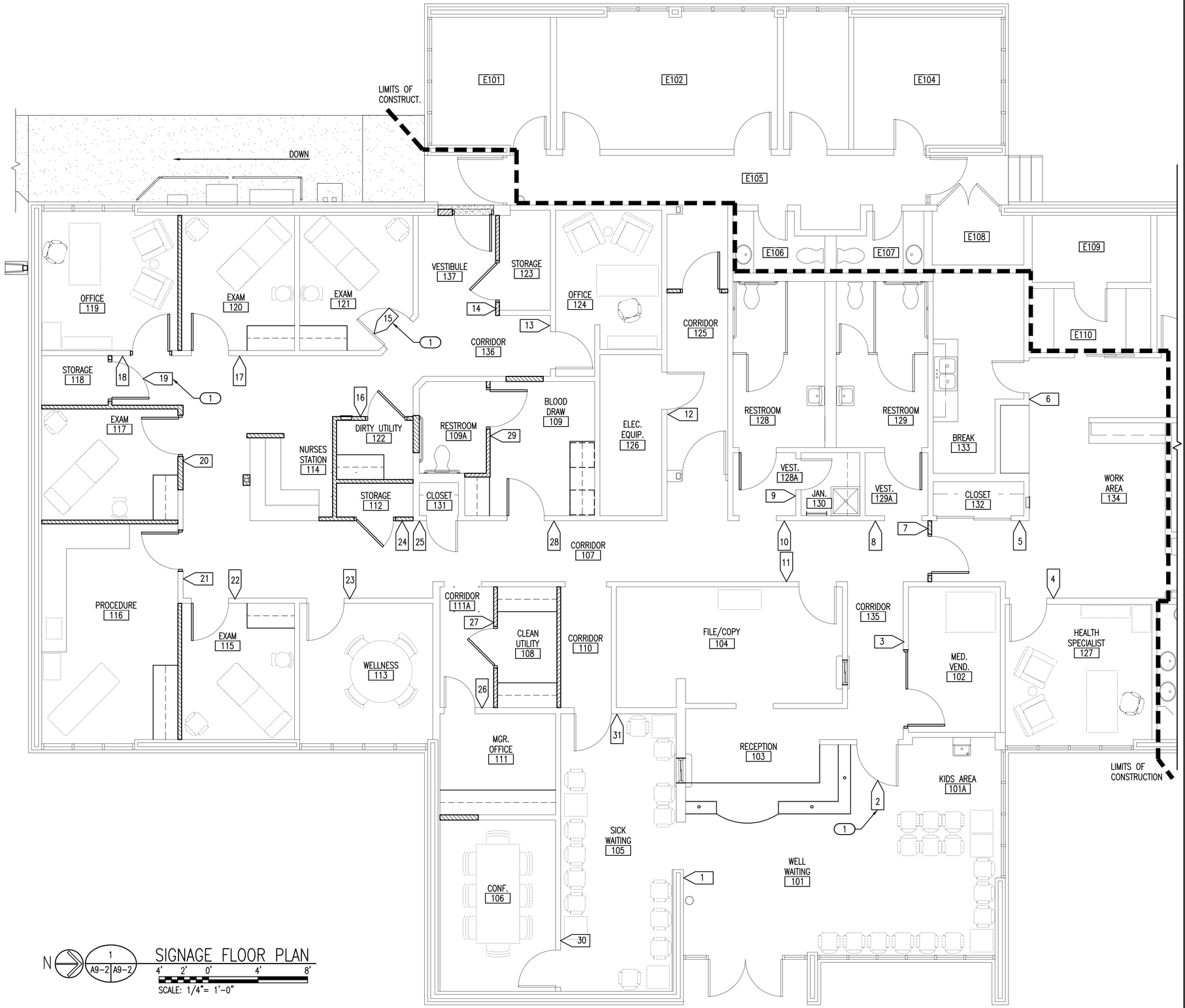

N

1 / A9-2 | A9-2

SIGNAGE FLOOR PLAN

4' 2' 0' 4' 8'

SCALE: 1/4"= 1'-0"

LEGEND

1 — SIGN INDICATOR

FURNITURE; N.I.C

KEYNOTES

(1) MOUNT SIGN CENTERED ON DOOR

GENERAL NOTES

1. SEE SHEET A9-1 FOR SIGN TYPES AND SECTIONS
2. SEE SHEET A8-1 FOR SIGNAGE COLORS.
3. ALL FURNISHINGS SHOWN ARE FOR INFORMATION PURPOSES ONLY; N.I.C

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PROFESSIONAL OF RECORD: S. HERNANDEZ

DRAWN BY: L. OW

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SHEET TITLE: SIGNAGE PLAN

SHEET NUMBER: **A9-2**

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2/7/2011 12:29:29 PM IBERIA ARNOLD
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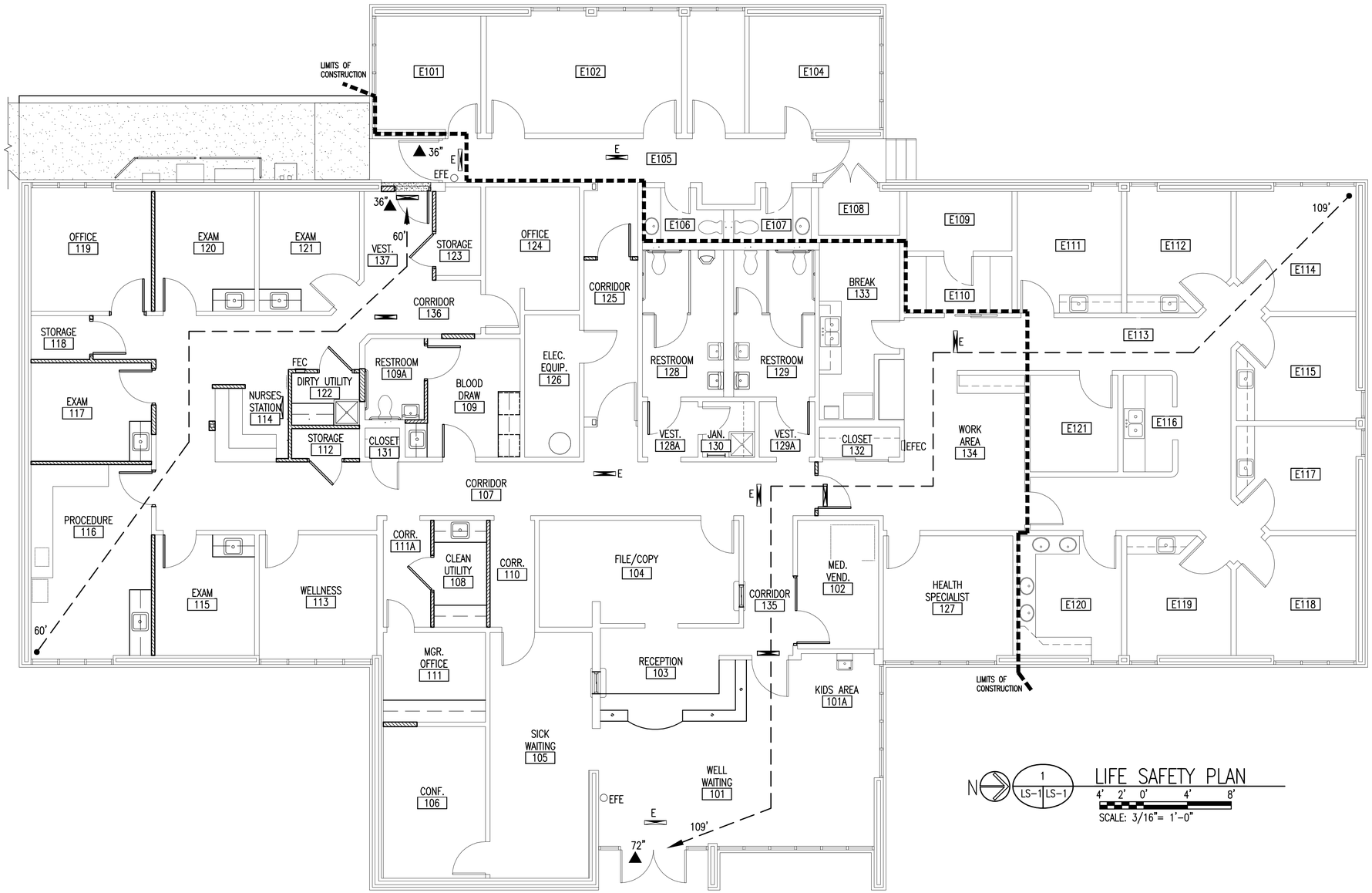

LIFE SAFETY PLAN

LEGEND

▲ 32"	EXIT WIDTH PROVIDED
EFEC	EXISTING FIRE EXTINGUISHER CABINET TO REMAIN
FEC	FIRE EXTINGUISHER CABINET
○EFE	EXISTING FIRE EXTINGUISHER TO REMAIN
← 82' →	PATH OF TRAVEL WITH DISTANCE INDICATED
E	EXISTING EXIT SIGNS TO REMAIN; SEE ELECTRICAL
	NEW EXIT SIGNS; SEE ELECTRICAL

CODE INFORMATION FBC 2007

BUILDING CONSTRUCTION TYPE:
FBC TYPE V B

OCCUPANCY TYPE:
FBC 2007 BUSINESS GROUP "B"

BUILDING SIZE:
TOTAL RENOVATED AREA = 4690 G.S.F.

TOTAL BUILDING AREA = 7064 G.S.F.

ALLOWABLE AREA = 9,000 G.S.F
(TABLE 503)

BUILDING HEIGHT: 1 STORY

ALLOWABLE HEIGHT: 2 STORIES
(TABLE 503)

FIRE SPRINKLER:
BUILDING IS NOT SPRINKLERED

MEANS OF EGRESS:
NUMBER OF EXITS : 2 REQUIRED, 4 PROVIDED

TOTAL BUILDING OCCUPANT LOAD = 7064 G.S.F./100 G.S.F./PERSONS = 71 PERSONS x 0.2 (HORIZONTAL EXIT)= 14". ALL GRADE LEVEL EXITS ARE > 32" MIN. THEREFORE ALL EXITS ARE CAPABLE OF EXITING 100% OF TOTAL OCCUPANT LOAD.

DEAD END LIMIT: 20 FEET

COMMON PATH OF TRAVEL: 75 FEET
(SECTION 1014)

MAXIMUM TRAVEL DISTANCE: 200 FEET
(TABLE 1016.1)

FIRE PROTECTION REQUIREMENTS:

STRUCTURAL FRAME:	0 HOUR
BEARING WALLS:	0 HOUR
NON-BEARING WALLS, EXTERIOR:	0 HOUR
NON-BEARING WALLS, INTERIOR:	0 HOURS
FLOOR CONSTRUCTION:	0 HOUR
ROOF CONSTRUCTION:	0 HOURS

FBCB EXISTING BUILDINGS:
SECTION 101.5-PROPOSED COMPLIANCE METHOD 101.5.1-PRESCRIPTIVE COMPLIANCE METHOD

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DRAWN BY: B. ARNOLD
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DATE OF ISSUE: AUGUST 2010
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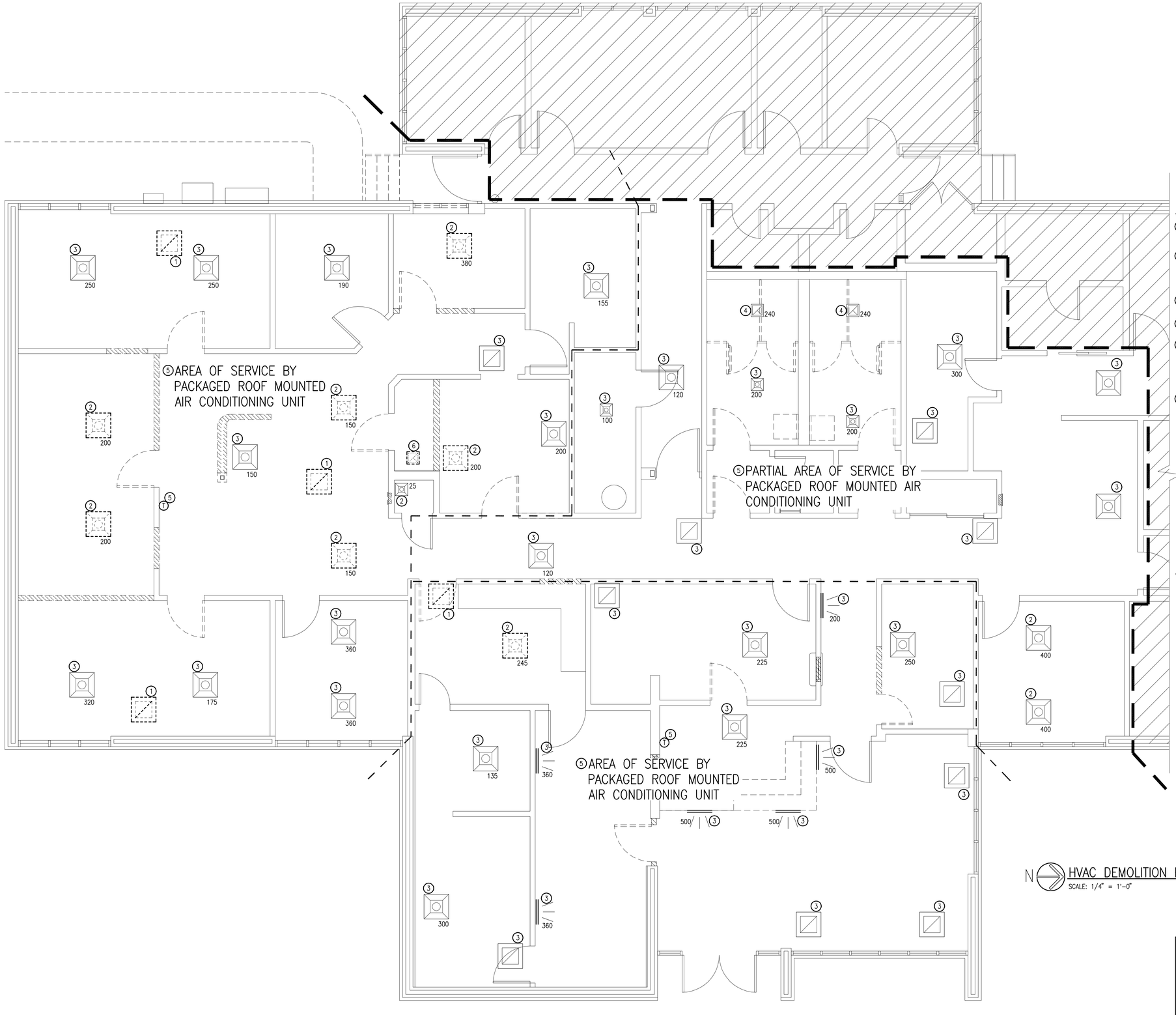
SHEET TITLE:
LIFE SAFETY PLAN AND CODE INFORMATION

SHEET NUMBER:
LS-1
SHEET: of



HVAC DEMOLITION KEYNOTES

1. EXISTING RETURN AIR DEVICE TO BE REMOVED COMPLETE. INCLUDE WITH REMOVAL OF AIR DEVICE ALL ASSOCIATED BRANCH DUCTWORK. SPACE ABOVE THE CEILING IS A RETURN AIR PLENUM.
2. EXISTING SUPPLY AIR DEVICE TO BE REMOVED WITH ASSOCIATED BRANCH DUCTWORK. COORDINATE REMOVAL OF BRANCH DUCTWORK WITH NEW WORK PLAN FOR RECONNECTION TO NEW AIR DEVICE. OTHERWISE, SEAL OPEN END OF DUCT AIR TIGHT WITH INSULATED SHEET METAL CAP. SECURE IN PLACE WITH SHEET METAL SCREWS.
3. EXISTING AIR DEVICE TO REMAIN. REFERENCE NEW WORK PLAN FOR ADDITIONAL INFORMATION.
4. EXISTING EXHAUST AIR DEVICE TO REMAIN. REFERENCE NEW WORK PLAN FOR ADDITIONAL INFORMATION.
5. EXISTING WALL MOUNTED THERMOSTAT TO REMAIN TO CONTINUE TO CONTROL EXISTING ROOF MOUNTED PACKAGED AIR CONDITIONING UNIT TO REMAIN. IT IS INTENDED ALL EXISTING TRUNK DUCT SYSTEMS REMAIN, UNLESS OTHERWISE NOTED, AND THAT ONLY AIR DEVICES WITH BRANCH DUCTWORK IS TO BE MODIFIED.
6. EXISTING EXHAUST FAN MOUNTED IN CEILING TO BE REMOVED. POINT OF DISCHARGE AT ROOF PENETRATION TO BE MODIFIED PER NEW WORK PLAN.

GENERAL NOTE:

MECHANICAL CONTRACTOR SHALL VERIFY AIR FLOW FROM EACH SUPPLY AIR AND EXHAUST AIR DEVICE WITHIN THE AREA OF WORK PRIOR TO BEGINNING DEMOLITION WORK. THIS INFORMATION SHALL BE RECORDED AND TURNED OVER TO THE ARCHITECT/ENGINEER. FINAL AIR FLOWS OF THE NEW WORK PLANS SHALL BE BASED ON THIS INFORMATION.

N

HVAC DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

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MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: H.M. YONGE

DRAWN BY: T.L. BATES

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

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SHEET TITLE: HVAC DEMOLITION PLAN

SHEET NUMBER: M-1

SHEET: of

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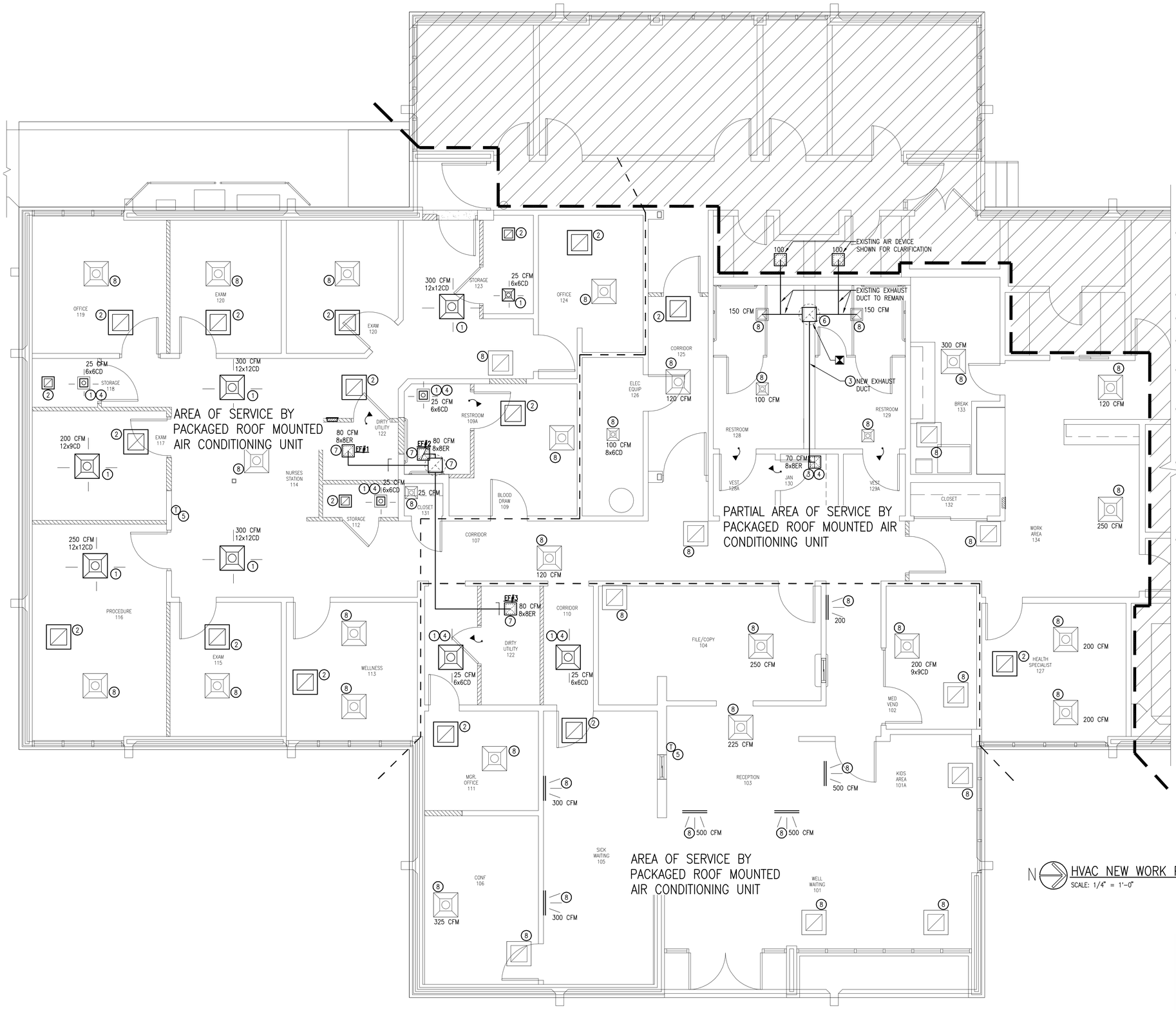
- CERTIFICATE OF AUTHORIZATION NO.: 5254
- MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. – FLORIDA REG. NO. 32093
- ELECTRICAL ENGINEER: JOSEPH W. MOORE, P.E. – FLORIDA REG. NO. 11195

thedog> M:\Jobs_Active\10082 Escambia Co. Clinic\10082M01.dwg 08/11/10 09:22



HVAC NEW WORK KEYNOTES

1. NEW CEILING MOUNTED SUPPLY AIR DEVICE TO BE INSTALLED IN NEW CEILING. ADJUST FINAL LOCATION TO ACCOMMODATE NEW GRID AND CEILING ELEVATION. EXTEND EXISTING BRANCH DUCTWORK (RIGID RECTANGULAR) TO ACCOMMODATE NEW LOCATION OF NEW AIR DEVICE. INCLUDE A MANUAL VOLUME DAMPER WITH NEW AIR DEVICE AND BALANCE AIR DEVICE TO INDICATED AIR FLOW.
2. NEW CEILING MOUNTED RETURN AIR DEVICE, ADJUST FINAL LOCATION TO ACCOMMODATE CEILING GRID.
3. NEW EXHAUST AIR REGISTER AND BALANCE TO INDICATED AIR FLOW.
4. NEW BRANCH DUCTWORK (8x4) TO EXTEND FROM EXISTING TRUNK DUCT TO NEW AIR DEVICE. INCLUDE A DAMPER IN BRANCH DUCT AND BALANCE TO INDICATED AIR FLOW.
5. EXISTING WALL MOUNTED THERMOSTAT TO REMAIN. PROVIDE A FULL MAINTENANCE CHECK ON OPERATION OF THERMOSTAT TO VERIFY FULL FUNCTIONALITY. REPORT FINDINGS TO ARCHITECT/OWNER.
6. EXISTING ROOF MOUNTED EXHAUST FAN TO REMAIN WITH BRANCH DUCTS. PROVIDE NEW 8x4 BRANCH DUCT CONNECTED TO FAN PLENUM AND ROUTE INTO JANITORS CLOSET FOR CONNECTION TO NEW 8x8 EXHAUST REGISTER. INCLUDE DAMPER IN DUCT AND BALANCE FOR 70 CFM. REBALANCE EXISTING EXHAUST FAN FOR INDICATED AIR FLOW AT 570 CFM.
7. NEW CEILING MOUNTED EXHAUST FAN TO BE INTERLOCKED WITH AREA LIGHT SWITCH. ROUTE 8x6 DISCHARGE DUCT TO DISCHARGE PLENUM EXTENDED UP THROUGH ROOF TO CURB MOUNTED VENT HOOD. EXHAUST PLENUM SHALL BE 12x12 WITH FULL SIZE CURB AND HOOD. INCREASE SIZE OF EXISTING ROOF OPENING TO ACCOMMODATE NEW PLENUM WITH ROOF CURB AND HOOD. THROUGH BOLT CURB TO ROOF DECK AND HOOD TO CURB. EXHAUST FAN SHALL BE SELECTED FOR 80 CFM, .25" SP, 1.0A, 120V AND 1500 RPM.
8. EXISTING AIR DEVICE TO REMAIN. MAINTAIN SAME AIR FLOW AS BEFORE BEGINNING PROJECT CONSTRUCTION. AIR DEVICE SHALL BE REMOVED, CLEANED, REPAINTED, TO MATCH EXISTING FINISH AND REINSTALLED. AT CONTRACTORS OPTION THE AIR DEVICE MAYBE REMOVED AND REPLACED NEW WITH A DUPLICATING AIR DEVICE.

GENERAL NOTE:

TESTING AND BALANCING OF AIR DEVICES SHALL BE TO INDICATED AIR FLOWS. HOWEVER, TOTAL AIR FLOW FROM RESPECTIVE ROOF MOUNTED PACKAGED UNITS SHALL BE DETERMINED PRIOR TO BEGINNING BALANCING PROCESS. EACH AIR DEVICE SHALL HAVE AIR FLOW ADJUSTED AS A PERCENTAGE OF THE TOTAL AIR FLOW AVAILABLE SUBJECT TO THE RESPECTIVE UNIT

HVAC NEW WORK PLAN

SCALE: 1/4" = 1'-0"

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DRAWN BY: T.L. BATES

PROJECT NO. 1009

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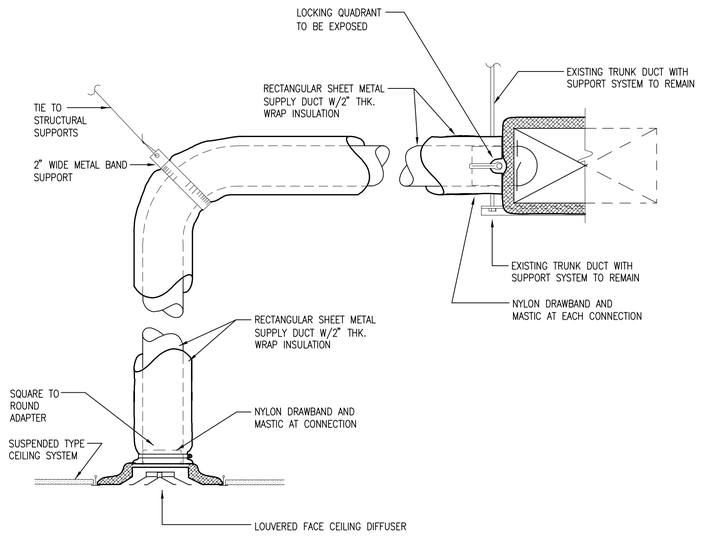
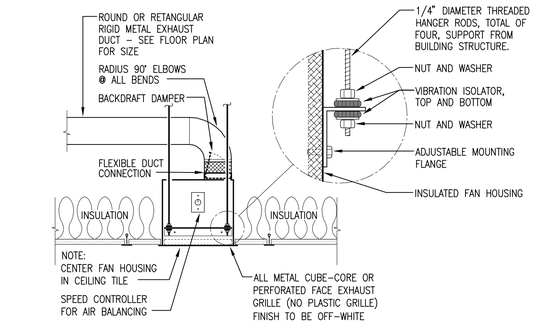
MECHANICAL LEGEND

A.F.F.	ABOVE FINISHED FLOOR
CD	CEILING DIFFUSER
CFM	CUBIC FEET PER MINUTE
EF	EXHAUST FAN
ER	EXHAUST REGISTER
RA	RETURN AIR
RAR	RETURN AIR REGISTER
SA	SUPPLY AIR
SWR	SIDE WALL REGISTER
TYP.	TYPICAL
	CEILING DIFFUSER WITH THROW INDICATION
	EXHAUST/RETURN AIR DEVICE
W X H	DUCTWORK (DIMENSIONS: WIDTH X HEIGHT)
	ELBOW WITH TURNING VANES
	BULLHEAD TEE WITH TURNING VANES AND SPLITTER DAMPER
	45° SHOE–FITTING TAKE–OFF
	DUCT CONNECTION OVER AIR DEVICE
	RETURN AIR DUCT IN SECTION
	SUPPLY AIR DUCT IN SECTION
T	THERMOSTAT
	5/8" DOOR UNDERCUT
	MANUAL VOLUME DAMPER



TYPICAL BRANCH DUCT AND DIFFUSER DETAIL

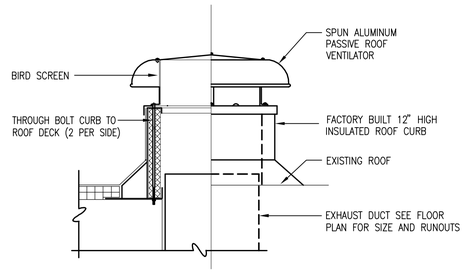
NOT TO SCALE



TOILET EXHAUST FAN DETAIL

SCALE: NTS

NOTE: SUPPORT RODS TO ROOF STRUCTURE – DO NOT SUPPORT FAN WITH CEILING SYSTEM



TYPICAL ROOF MOUNTED EXHAUST HOOD DETAIL

NOT TO SCALE

NOTE: COORDINATE CONTRUCTION WITH ARCHITECTURAL 2/A2–3.

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PLUMBING DEMOLITION KEYNOTES

1. EXISTING LAVATORY TO BE REMOVED AND RELOCATED PER NEW WORK PLAN. ALL UTILITY PIPING FOR WASTE, WATER, AND VENT PIPING SHALL BE CAPPED AIR TIGHT OUTSIDE OF OCCUPIED SPACE (ABOVE CEILING, BELOW FLOOR, OR INSIDE WALLS). COORDINATE PREPARING EXISTING PIPING FOR EXTENSION TO NEW FIXTURE LOCATION PER NEW WORK PLAN. ANY WASTE PIPING NOT BEING REUSED SHALL BE REMOVED.
2. EXISTING PLUMBING FIXTURE TO REMAIN. DO NOT DISTURB EXCEPT TO THOROUGHLY CLEAN. PROVIDE SERVICE MAINTENANCE CHECK ON ALL FIXTURE TRIM FOR OPERATION. SUBMIT A WRITTEN REPORT TO OWNER/ARCHITECT WITH ASSOCIATED COSTS OF REPAIR.
3. EXISTING FLOOR DRAIN TO REMAIN. ENSURE FLOOR DRAIN IS THOROUGHLY CLEANED AND COMPLETELY FUNCTIONAL UPON COMPLETION OF WORK.
4. EXISTING PLUMBING FIXTURE TO BE REMOVED WITH ALL ASSOCIATED WASTE, WATER, AND VENT PIPING. REMOVE UTILITY PIPING TO OUTSIDE OF OCCUPIED SPACE (ABOVE CEILING, BELOW FLOOR, OR INSIDE WALLS) AND CAP AIR TIGHT, UNLESS OTHERWISE INDICATED PER NEW WORK PLAN. COORDINATE PREPARING EXISTING PIPING FOR EXTENSION TO NEW FIXTURE LOCATIONS PER NEW WORK PLAN.
5. EXISTING FLOOR SLAB TO BE CUT AND REMOVED. REFERENCE NEW WORK SANITARY SEWER PLAN FOR LOCATION OF NEW WORK. FIELD VERIFY EXTENT OF DEMOLITION AND LOCATION OF EXISTING SANITARY SEWER PRIOR TO BEGINNING WORK.
6. CLEAN AND CAMERA WASTE PIPING RISER WITH WRITTEN DESCRIPTION OF ANY DEFICIENCIES. NOTIFY ENGINEER OF ANY PROBLEMS.
7. EXISTING DOMESTIC WATER PIPING (3/4") PROTRUDING FROM EXTERIOR OF BUILDING SHALL BE EXTENDED TO OUTSIDE EDGE OF NEW SIDEWALK. A HOSE FAUCET IS ATTACHED TO THIS PIPING WHICH HAS CONNECTED TO IT 3/4" PVC PIPING ROUTED TOBELOW GRADE. THIS UNDERGROUND PIPING SHALL BE MODIFIED FOR THE EXISTING POINT OF CONNECTION TO BE RELOCATED TO THE SAME NEW POSITION AS THE WATER PIPING AT THE EDGE OF THE SIDEWALK. PROVIDE A NEW FAUCET IN CONJUNCTION WITH THE NEW WATER PIPING AND UNDERGROUND DISTRIBUTION PIPING.
8. EXISTING HOSE FAUCET TO REMAIN. REMOVE ALL EXISTING INSULATION FROM PIPING WITH BOUNDARY OF NEW SIDEWALK. REINSULATE REMAINING EXPOSED PIPING TO MATCH EXISTING.

EX. 4" VTR (6)
EX. 4" (6)
EX. 3" (6)
EX. FD (3)
EX. 2" (6)
EX. 1 1/2" VTR (6)
EX. CO
EX. 3" VTR (6)
EX. 3" (6)

N PLUMBING DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

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PLUMBING NEW WORK KEYNOTES

1. NEW LAVATORY IN SAME LOCATION. INSTALL NEW P-TRAP AND FLEXIBLE SUPPLIES WITH STOPS. REWORK EXISTING PLUMBING CONNECTIONS TO ACCOMMODATE INSTALLATION OF FIXTURE. TO ENSURE ADEQUATE ACCOMMODATIONS FOR FIXTURE, FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
2. EXISTING PLUMBING FIXTURE TO REMAIN.
3. EXISTING FLOOR DRAIN TO REMAIN.
4. CONNECT NEW WASTE ARM INTO EXISTING SANITARY WASTE RISER. FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
5. CONNECT NEW 2" SANITARY WASTE INTO EXISTING SANITARY WASTE PIPING.
6. CONNECT NEW 3" SANITARY WASTE INTO EXISTING SANITARY WASTE PIPING.
7. CONNECT NEW 1/2" HW/CW PIPING INTO EXISTING HW/CW PIPING. FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
8. CONNECT NEW 3/4" CW PIPING INTO EXISTING CW PIPING. FIELD VERIFY PIPING SIZES AND LOCATION PRIOR TO BEGINNING WORK.
9. 1/2" HW/CW PIPING DOWN IN WALL. PROVIDE 1/2" HW/CW BRANCH CONNECTIONS TO EACH FIXTURE.
10. EXISTING DOMESTIC WATER PIPING TO REMAIN. MODIFY ONLY AS NEEDED TO ACCOMMODATE INSTALLATION OF NEW CONSTRUCTION.
11. EXISTING DOMESTIC WATER PIPING (3/4") PROTRUDING FROM EXTERIOR OF BUILDING SHALL BE EXTENDED TO OUTSIDE EDGE OF NEW SIDEWALK. A HOSE FAUCET IS ATTACHED TO THIS PIPING WHICH HAS CONNECTED TO IT 3/4" PVC PIPING ROUTED TO BELOW GRADE. THIS UNDERGROUND PIPING SHALL BE MODIFIED FOR THE EXISTING POINT OF CONNECTION TO BE RELOCATED TO THE SAME NEW POSITION AS THE WATER PIPING AT THE EDGE OF THE SIDEWALK. PROVIDE A NEW FAUCET IN CONJUNCTION WITH THE NEW WATER PIPING AND UNDERGROUND DISTRIBUTION PIPING.
12. EXISTING HOSE FAUCET TO REMAIN. REMOVE ALL EXISTING INSULATION FROM PIPING WITH BOUNDARY OF NEW SIDEWALK. REINSULATE REMAINING EXPOSED PIPING TO MATCH EXISTING.

N

PLUMBING NEW WORK PLAN

SCALE: 1/4" = 1'-0"

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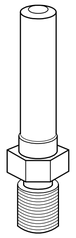
PLUMBING FIXTURE CONNECTION SCHEDULE

MARK	FIXTURE	CONNECTIONS			DESCRIPTION
		WASTE	CW	HW	
P-1	URINAL	2"	3/4"	--	WALL HUNG TYPE WITH FLUSH VALVE AND FLOOR MOUNTED CARRIER.
P-2	LAVATORY (HANDICAPPED)	1 1/2"	1/2"	1/2"	WALL HUNG TYPE. PROVIDE WITH SINGLE LEVER FAUCET, GRID WASTE, 17 GA P-TRAP, FLEXIBLE SUPPLIES WITH STOPS, TRAP INSULATION KIT, AND FLOOR MOUNTED CONCEALED ARM CARRIER. INSTALL PER ADA REQUIREMENTS.
P-2A	EXISTING LAVATORY (HANDICAPPED)	1 1/2"	1/2"	1/2"	PROVIDE WITH NEW SINGLE LEVER FAUCET, GRID WASTE, 17 GA P-TRAP, FLEXIBLE SUPPLIES WITH STOPS, AND FLOOR MOUNTED CONCEALED ARM CARRIER.
P-3	SINK	1 1/2"	1/2"	1/2"	20"x19", SINGLE COMPARTMENT STAINLESS STEEL SINK. PROVIDE WITH GOOSENECK FAUCET, WRIST BLADES, BASKET STRAINER, 1 1/2" P-TRAP, AND FLEXIBLE SUPPLIES WITH STOPS.
P-4	UTILITY SINK	3"	1/2"	1/2"	24"x24" FLOOR MOUNTED TYPE WITH WALL MOUNTED FAUCET, VACUUM BREAKER, WALL BRACE, 3" IPS DRAIN, AND STAINLESS STEEL GRATE.

NOTE: FIXTURES SHALL BE WHITE AND FAUCETS SHALL BE POLISHED CHROME UNLESS OTHERWISE INDICATED. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION. ALL HANDICAPPED FIXTURES SHALL BE ADA COMPLIANT AND INSTALLED PER ADA REQUIREMENTS. REFERENCE ARCHITECTURAL PLANS FOR INSTALLATION HEIGHTS. ALL DOMESTIC WATER PIPING ABOVE THE SLAB SHALL BE INSULATED INCLUDING PIPING INSIDE WALLS. PIPING SHALL NOT BE INSTALLED IN A MANNER IN WHICH CONTACT WITH MASONRY PRODUCTS IS ALLOWED.

PLUMBING LEGEND

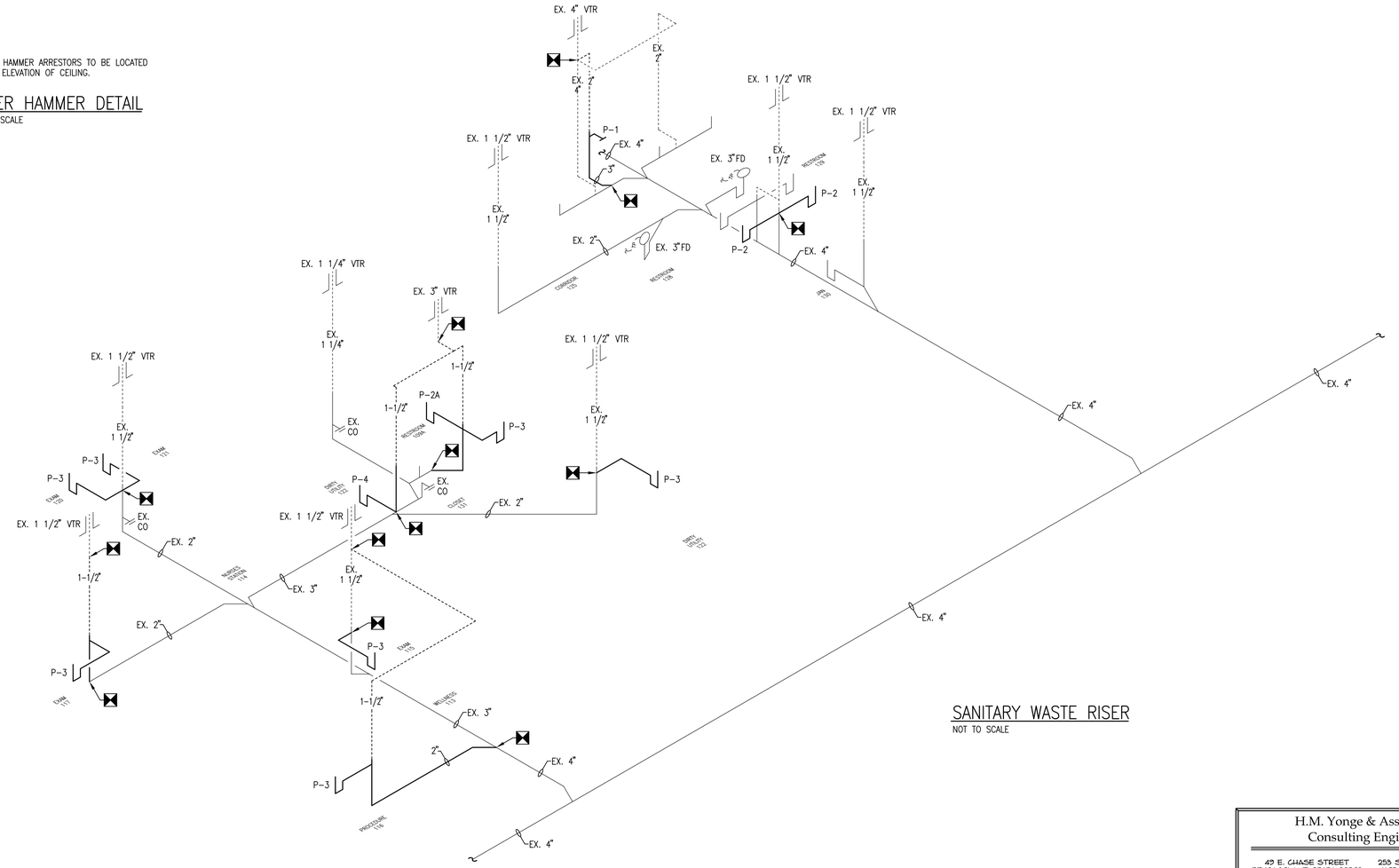
CO	CLEANOUT
CW	COLD WATER
EX	EXISTING
FD	FLOOR DRAIN
HW	HOT WATER
VTR	VENT THRU ROOF
	COLD WATER PIPING
	HOT WATER PIPING
TP TP TP TP	TRAP PRIMER PIPING
	WASTE PIPING
	VENT PIPING
	CONNECT NEW TO EXISTING
	P-TRAP
	VENT THRU ROOF
	WATER HAMMER ARRESTOR



AIR PRELOAD PSI	FIXTURE UNITS	P.D.I. SYMBOL
60	1-11	A
60	12-32	B
60	33-60	C

NOTE: WATER HAMMER ARRESTORS TO BE LOCATED ABOVE ELEVATION OF CEILING.

WATER HAMMER DETAIL
NOT TO SCALE



SANITARY WASTE RISER
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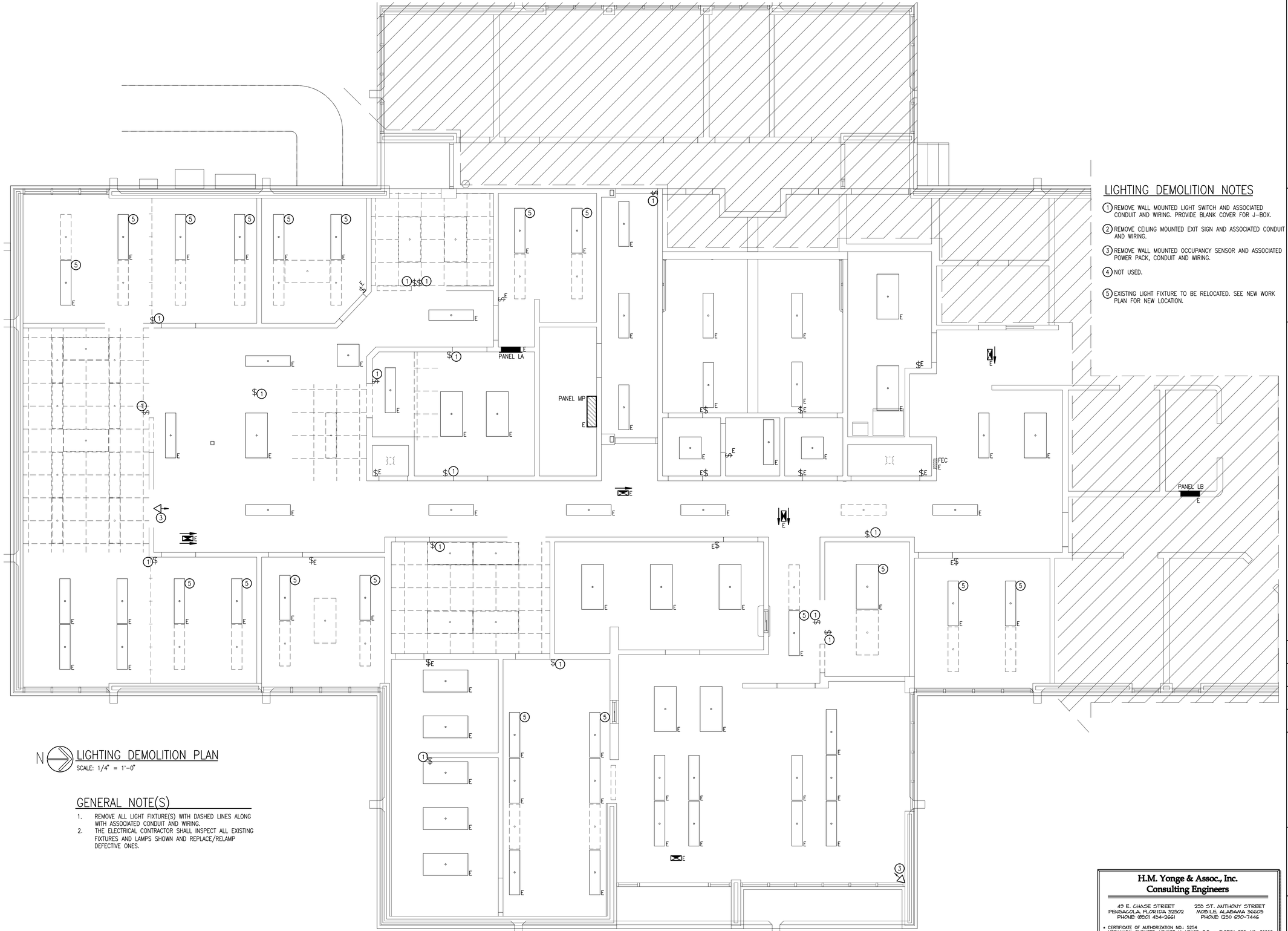

LIGHTING DEMOLITION NOTES

1. REMOVE WALL MOUNTED LIGHT SWITCH AND ASSOCIATED CONDUIT AND WIRING. PROVIDE BLANK COVER FOR J-BOX.
2. REMOVE CEILING MOUNTED EXIT SIGN AND ASSOCIATED CONDUIT AND WIRING.
3. REMOVE WALL MOUNTED OCCUPANCY SENSOR AND ASSOCIATED POWER PACK, CONDUIT AND WIRING.
4. NOT USED.
5. EXISTING LIGHT FIXTURE TO BE RELOCATED. SEE NEW WORK PLAN FOR NEW LOCATION.

N

LIGHTING DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTE(S)

1. REMOVE ALL LIGHT FIXTURE(S) WITH DASHED LINES ALONG WITH ASSOCIATED CONDUIT AND WIRING.
2. THE ELECTRICAL CONTRACTOR SHALL INSPECT ALL EXISTING FIXTURES AND LAMPS SHOWN AND REPLACE/RELAMP DEFECTIVE ONES.

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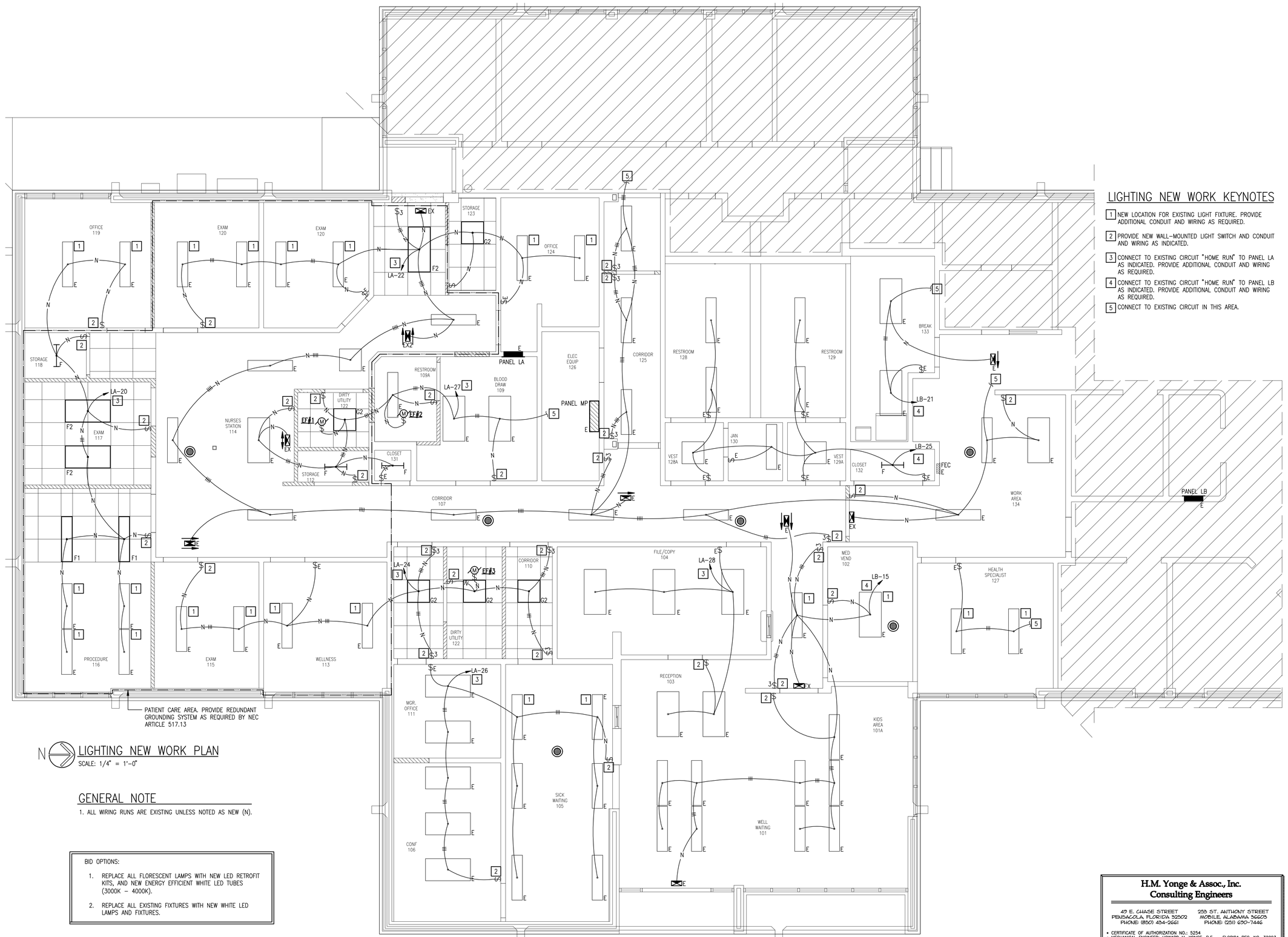

N LIGHTING NEW WORK PLAN

SCALE: 1/4" = 1'-0"

GENERAL NOTE

1. ALL WIRING RUNS ARE EXISTING UNLESS NOTED AS NEW (N).

BID OPTIONS:

1. REPLACE ALL FLORESCENT LAMPS WITH NEW LED RETROFIT KITS, AND NEW ENERGY EFFICIENT WHITE LED TUBES (3000K – 4000K).
2. REPLACE ALL EXISTING FIXTURES WITH NEW WHITE LED LAMPS AND FIXTURES.

LIGHTING NEW WORK KEYNOTES

1. NEW LOCATION FOR EXISTING LIGHT FIXTURE. PROVIDE ADDITIONAL CONDUIT AND WIRING AS REQUIRED.
2. PROVIDE NEW WALL-MOUNTED LIGHT SWITCH AND CONDUIT AND WIRING AS INDICATED.
3. CONNECT TO EXISTING CIRCUIT "HOME RUN" TO PANEL LA AS INDICATED. PROVIDE ADDITIONAL CONDUIT AND WIRING AS REQUIRED.
4. CONNECT TO EXISTING CIRCUIT "HOME RUN" TO PANEL LB AS INDICATED. PROVIDE ADDITIONAL CONDUIT AND WIRING AS REQUIRED.
5. CONNECT TO EXISTING CIRCUIT IN THIS AREA.

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BAYLEN STREET MEDICAL CLINIC RENOVATION

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- ELECTRICAL ENGINEER: JOSEPH W. MOORE, P.E. – FLORIDA REG. NO. 11195

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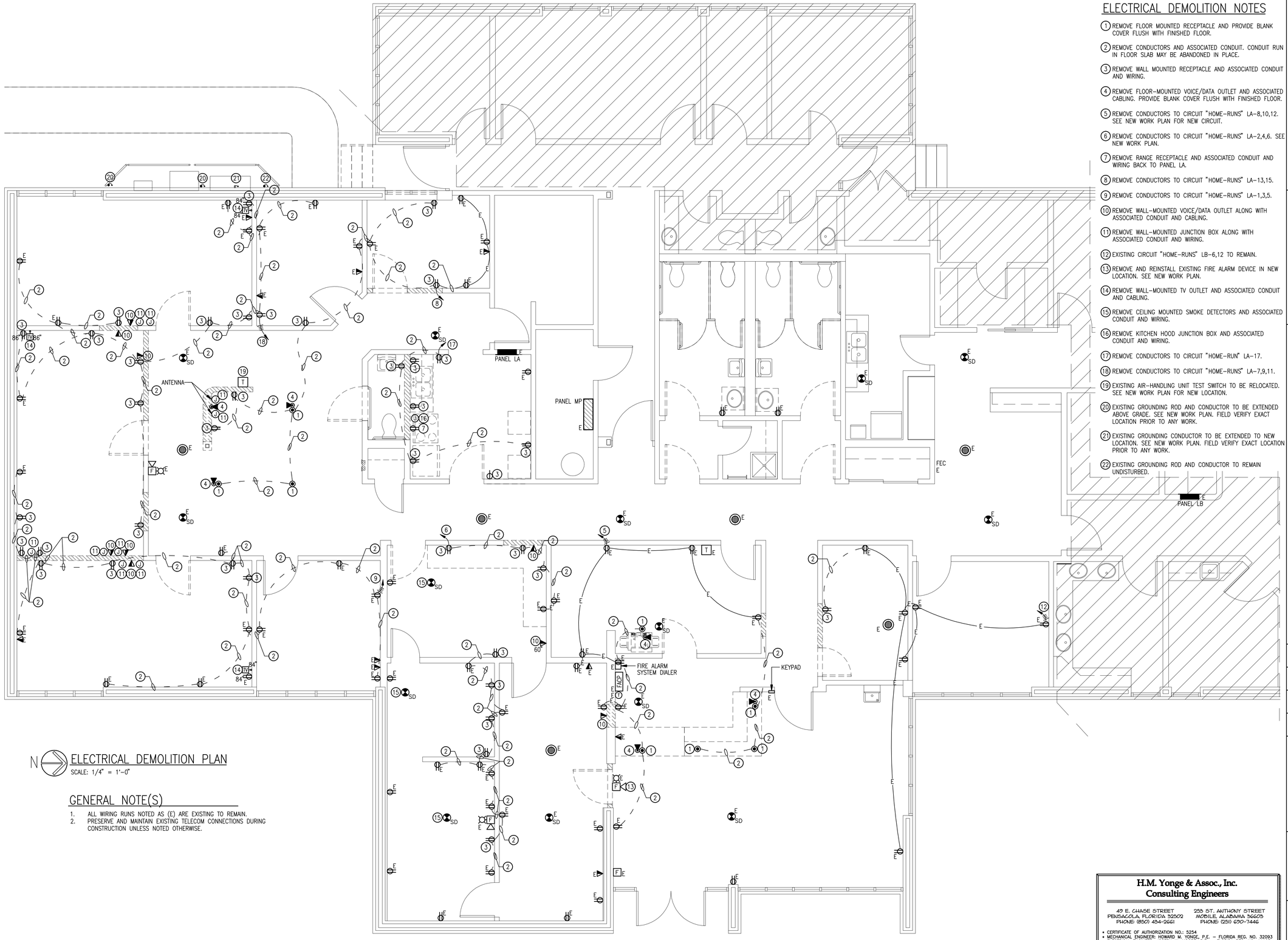

N ELECTRICAL DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTE(S)

1. ALL WIRING RUNS NOTED AS (E) ARE EXISTING TO REMAIN.
2. PRESERVE AND MAINTAIN EXISTING TELECOM CONNECTIONS DURING CONSTRUCTION UNLESS NOTED OTHERWISE.

ELECTRICAL DEMOLITION NOTES

1. REMOVE FLOOR MOUNTED RECEPTACLE AND PROVIDE BLANK COVER FLUSH WITH FINISHED FLOOR.
2. REMOVE CONDUCTORS AND ASSOCIATED CONDUIT. CONDUIT RUN IN FLOOR SLAB MAY BE ABANDONED IN PLACE.
3. REMOVE WALL MOUNTED RECEPTACLE AND ASSOCIATED CONDUIT AND WIRING.
4. REMOVE FLOOR-MOUNTED VOICE/DATA OUTLET AND ASSOCIATED CABLING. PROVIDE BLANK COVER FLUSH WITH FINISHED FLOOR.
5. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-8,10,12. SEE NEW WORK PLAN FOR NEW CIRCUIT.
6. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-2,4,6. SEE NEW WORK PLAN.
7. REMOVE RANGE RECEPTACLE AND ASSOCIATED CONDUIT AND WIRING BACK TO PANEL LA.
8. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-13,15.
9. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-1,3,5.
10. REMOVE WALL-MOUNTED VOICE/DATA OUTLET ALONG WITH ASSOCIATED CONDUIT AND CABLING.
11. REMOVE WALL-MOUNTED JUNCTION BOX ALONG WITH ASSOCIATED CONDUIT AND WIRING.
12. EXISTING CIRCUIT "HOME-RUNS" LB-6,12 TO REMAIN.
13. REMOVE AND REINSTALL EXISTING FIRE ALARM DEVICE IN NEW LOCATION. SEE NEW WORK PLAN.
14. REMOVE WALL-MOUNTED TV OUTLET AND ASSOCIATED CONDUIT AND CABLING.
15. REMOVE CEILING MOUNTED SMOKE DETECTORS AND ASSOCIATED CONDUIT AND WIRING.
16. REMOVE KITCHEN HOOD JUNCTION BOX AND ASSOCIATED CONDUIT AND WIRING.
17. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUN" LA-17.
18. REMOVE CONDUCTORS TO CIRCUIT "HOME-RUNS" LA-7,9,11.
19. EXISTING AIR-HANDLING UNIT TEST SWITCH TO BE RELOCATED. SEE NEW WORK PLAN FOR NEW LOCATION.
20. EXISTING GROUNDING ROD AND CONDUCTOR TO BE EXTENDED ABOVE GRADE. SEE NEW WORK PLAN. FIELD VERIFY EXACT LOCATION PRIOR TO ANY WORK.
21. EXISTING GROUNDING CONDUCTOR TO BE EXTENDED TO NEW LOCATION. SEE NEW WORK PLAN. FIELD VERIFY EXACT LOCATION PRIOR TO ANY WORK.
22. EXISTING GROUNDING ROD AND CONDUCTOR TO REMAIN UNDISTURBED.

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BAYLEN STREET MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: J.W. MOORE
DRAWN BY: A.T. VARGHESE
PROJECT NO. 1009
DATE OF ISSUE: AUGUST 2010
REVISED:

SHEET TITLE: ELECTRICAL DEMOLITION PLAN

SHEET NUMBER: E-3
SHEET: of

H.M. Yonge & Assoc., Inc.
Consulting Engineers
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PENSACOLA, FLORIDA 32502
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255 ST. ANTHONY STREET
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• CERTIFICATE OF AUTHORIZATION NO.: 5254
• MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. – FLORIDA REG. NO. 32093
• ELECTRICAL ENGINEER: JOSEPH W. MOORE, P.E. – FLORIDA REG. NO. 11195

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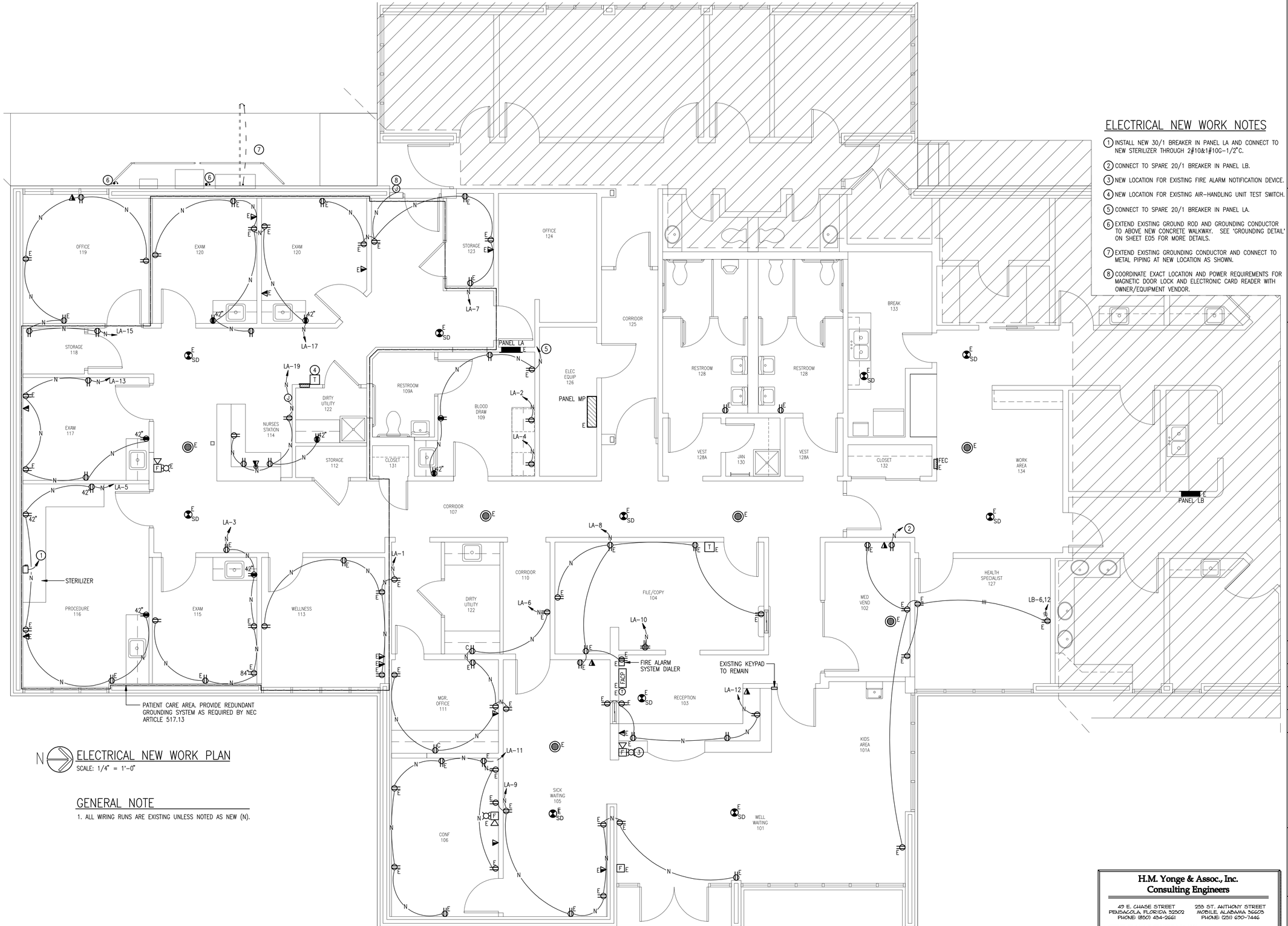

N ELECTRICAL NEW WORK PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTE

1. ALL WIRING RUNS ARE EXISTING UNLESS NOTED AS NEW (N).

ELECTRICAL NEW WORK NOTES

1. INSTALL NEW 30/1 BREAKER IN PANEL LA AND CONNECT TO NEW STERILIZER THROUGH 2#10&1#10G-1/2"C.
2. CONNECT TO SPARE 20/1 BREAKER IN PANEL LB.
3. NEW LOCATION FOR EXISTING FIRE ALARM NOTIFICATION DEVICE.
4. NEW LOCATION FOR EXISTING AIR-HANDLING UNIT TEST SWITCH.
5. CONNECT TO SPARE 20/1 BREAKER IN PANEL LA.
6. EXTEND EXISTING GROUND ROD AND GROUNDING CONDUCTOR TO ABOVE NEW CONCRETE WALKWAY. SEE "GROUNDING DETAIL" ON SHEET E05 FOR MORE DETAILS.
7. EXTEND EXISTING GROUNDING CONDUCTOR AND CONNECT TO METAL PIPING AT NEW LOCATION AS SHOWN.
8. COORDINATE EXACT LOCATION AND POWER REQUIREMENTS FOR MAGNETIC DOOR LOCK AND ELECTRONIC CARD READER WITH OWNER/EQUIPMENT VENDOR.

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BAYLEN STREET MEDICAL CLINIC RENOVATION

2257 N. BAYLEN STREET
PENSACOLA, FLORIDA

PROFESSIONAL OF RECORD: J.W. MOORE
DRAWN BY: A.T. VARGHESE
PROJECT NO. 1009
DATE OF ISSUE: AUGUST 2010
REVISED:

SHEET TITLE: ELECTRICAL NEW WORK PLAN

SHEET NUMBER: E-4
SHEET: of

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- CERTIFICATE OF AUTHORIZATION NO.: 5254
- MECHANICAL ENGINEER: HOWARD M. YONGE, P.E. – FLORIDA REG. NO. 32093
- ELECTRICAL ENGINEER: JOSEPH W. MOORE, P.E. – FLORIDA REG. NO. 11195

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ELECTRICAL SYMBOL LEGEND

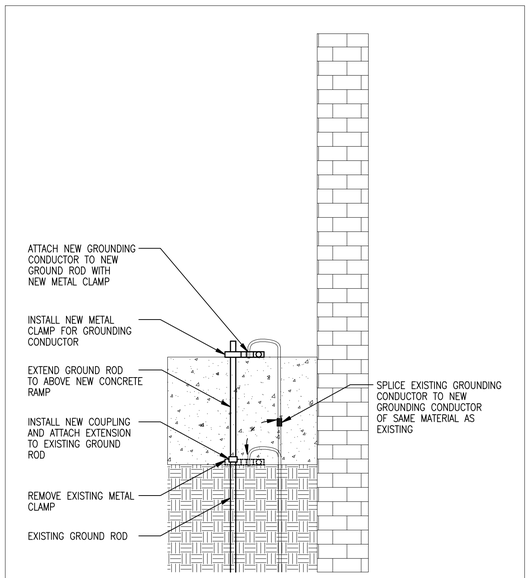
SYMBOL	DESCRIPTION
	FLUORESCENT LIGHTING FIXTURE. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.
	INCANDESCENT, COMPACT FLUORESCENT, OR HID LIGHTING FIXTURE. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.
	"LED" EXIT LIGHT WITH BATTERY PACK. DARKENED QUADRANTS INDICATE ILLUMINATED FACES, ARROWS AS INDICATED. LETTER(S) DENOTE TYPE – SEE LIGHTING FIXTURE SCHEDULE.
	LIGHTING AND APPLIANCE PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
	DISTRIBUTION PANELBOARD – SEE RESPECTIVE PANELBOARD SCHEDULE.
A–1,3,5	BRANCH CIRCUIT CONDUIT RUN CONCEALED IN WALL OR ABOVE CEILING. ARROWS INDICATE CIRCUITS HOMERUNS, HASHMARKS INDICATE NUMBER OF CONDUCTORS, ABSENCE OF HASHMARKS INDICATES TWO CONDUCTORS PLUS GROUND. GROUND CONDUCTORS ARE NOT INDICATED BUT SHALL BE RUN. "A" DENOTES PANELBOARD SERVING CIRCUITS, "1,3,5" INDICATES CIRCUIT BREAKER SPACES IN PANELBOARD. SEE RESPECTIVE PANEL CIRCUIT SCHEDULE. MINIMUM CONDUCTOR SIZE = #12 AWG.
	HEAVY DUTY SAFETY SWITCH – SIZE AND TYPE AS NOTED. TOP OF SWITCH 6'–6" A.F.F. MAX.
M	ELECTRIC MOTOR – SEE RESPECTIVE EQUIPMENT SCHEDULE.
$	20 AMP, 120/277 VAC SINGLE POLE TOGGLE SWITCH – FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE.
$3	20 AMP, 120/277 VAC THREE WAY TOGGLE SWITCH – FLUSH WALL MOUNTED 48" A.F.F. UNLESS NOTED OTHERWISE.
	CEILING MOUNTED SPEAKER.
C	INDICATES DEVICE FLUSH MOUNTED HORIZONTALLY 6" ABOVE COUNTERTOP OR IN BACKSPLASH.
	DUPLEX VOICE/DATE OUTLET FLUSH FLOOR MOUNTED WITH WIREMOLD 881 PVC FLOOR BOX AND 896CK–1 BRASS COVER PLATE(CARPET)/896TCK–1 BRASS COVER PLATE(TILE). ROUTE 1"C WITH PULL WIRE FROM BOX TO NEAREST WALL. TURN CONDUIT UP WALL AND STUB 6" ABOVE CEILING.
	DUPLEX VOICE / DATA OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING. DEVICE MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE WITH 3/4" CONDUIT UP IN WALL TO 6" ABOVE CEILING AND OUT TO ABOVE ACCESSIBLE CEILING.
	20 AMP, 125 VAC, 2–POLE, 3–WIRE, GROUNDING TYPE, DUPLEX RECEPTACLE. FLUSH WALL MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
	20 AMP, 125 VAC, 2–POLE, 3–WIRE, GROUNDING TYPE, DOUBLE DUPLEX RECEPTACLE. FLUSH WALL 18" A.F.F. UNLESS NOTED OTHERWISE.
	20 AMP, 125 VAC, 2–POLE, 3–WIRE, GROUND FAULT CIRCUIT INTERRUPTED TYPE DUPLEX RECEPTACLE FLUSH WALL–MOUNTED 18" A.F.F. UNLESS NOTED OTHERWISE.
	INSTALL OUTLET TO MATCH PLUG ON EQUIPMENT.
	WALL MOUNTED OCCUPANCY SENSOR.
TV	CABLE TV OUTLET IN A 4" SQUARE BOX WITH SINGLE GANG EXTENSION RING WITH COVER PLATE FOR RG–6 COAX CABLE. DEVICE MOUNTED AT 18" A.F.F. UNLESS NOTED OTHERWISE WITH PULL STRING 1–RG–6 COAX CABLE HOME RUN TO CER OR IDF.
FACP	FIRE ALARM SYSTEM CONTROL PANEL.
F	FIRE ALARM SYSTEM PULL STATION – SEMI FLUSH MOUNTED 48" A.F.F. TO TOP UNLESS NOTED OTHERWISE.
T	AIR–HANDLING UNIT TEST SWITCH.
SD	CEILING MOUNTED FIRE ALARM SYSTEM PHOTOELECTRIC TYPE SMOKE DETECTOR WITH BASE.
F	FIRE ALARM SYSTEM AUDIO / VISUAL DEVICE SEMI FLUSH WALL MOUNTED 80" A.F.F. UNLESS NOTED OTHERWISE. NUMERAL INDICATES CANDELA RATING IF GREATER THAN 75cd.
F	FIRE ALARM SYSTEM VISUAL DEVICE SEMI FLUSH WALL MOUNTED 80" A.F.F. UNLESS NOTED OTHERWISE. NUMERAL INDICATES CANDELA RATING IF GREATER THAN 75cd.

SYMBOL NOTES:

1. ALL OUTLETS ARE TO BE FLUSH MOUNTED.
2. MOUNTING HEIGHTS ARE FROM THE CENTER LINE OF THE DEVICE.
3. ALL SINGLE GANG AND TWO GANG DEVICES SHALL USE A 4" SQ. BOX WITH EXTENSION RING.
4. ALL MULTI – GANG DEVICES SHALL USE A COMMON COVER PLATE
5. ALL DEVICES (i.e. SWITCHES, RECEPTACLES, ETC.) COVER PLATES SHALL BE 302 STAINLESS. SEE ARCHITECTURAL FINISH DETAILS FOR COLOR.
6. A.F.F. INDICATES MOUNTING HEIGHT ABOVE FINISHED FLOOR.
7. A.F.G. INDICATES MOUNTING HEIGHT ABOVE FINISHED GRADE.
8. 'E' INDICATES EXISTING DEVICE TO REMAIN UNLESS NOTED OTHERWISE.
9. 'N' INDICATES INDICATES NEW WIRE/CONDUIT RUN.

NEW LIGHTING FIXTURE SCHEDULE

MARK	LAMPS	MOUNTING	MANUFACTURER	CATALOG NUMBER	NOTES
EX	LED	CEILING	MCPHILBEN	ER55L1R	BATTERY BACKUP. SEE PLAN FOR MOUNTING.
EX2	LED	CEILING	MCPHILBEN	ER55L2R	BATTERY BACKUP. SEE PLAN FOR MOUNTING.
F	1–17W T8	SURFACE	DAY–BRITE	N117–120–1/1	.
F1	2–F32T8	RECESS	DAY–BRITE	1DPG232–FA–12–120–EB	.
F2	2–F32T8	RECESS	DAY–BRITE	2DPG232–FA–12–120–EB	.
G2	2–17W T8	RECESS	DAY–BRITE	1DPG217–FA–12–120–EB	.



GROUNDING DETAIL

NTS

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BAYLEN STREET
MEDICAL CLINIC RENOVATION

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PROFESSIONAL OF RECORD: J.W. MOORE

DRAWN BY: A.T. VARGHESE

PROJECT NO. 1009

DATE OF ISSUE: AUGUST 2010

REVISED:

SHEET TITLE: ELECTRICAL LEGEND & SCHEDULES

SHEET NUMBER: E-5

SHEET: of

H.M. Yonge & Assoc., Inc.
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REGISTER OF PROPOSALS

Solicitation #PD 19-20.035, Onsite Employee Health Clinic Administration

RFP Due Date & Time: April 15, 2020 @ 2:00 p.m., CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
CareATC, Inc.	727-470-3735	paulmontgomery@careatc.com	Paul Montgomery
CareHere, LLC	727-483-2202	pmcelerney@carehere.com	Patrick McElerney
Concentra Health Services, Inc.	609-276-9107	mloporto@concentra.com	Michelle LoPorto
Marathon Health, LLC	615-591-0198	jshea@marathon-health.com	Jeff Shea
Quad/Med, LLC	914-475-3123	epatterson@quadmedical.com	Everett Patterson

SUBMITTALS RECEIVED BY: Paul Nobles, Purchasing Manager DATE: April 15, 2020

WITNESSED BY: Lori Kistler, Purchasing Associate DATE: April 15, 2020

PRN

PD 19-20.035, Onsite Employee Health Clinic Administration Committee Evaluation	CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Individual Committee Member Scores					
Debbie Bowers	100	83.5	85.5	97	85.5
Mark Bartlett	83	65	88	85	65
Amy Lovoy	83	78	91	90	72
Sarah Cato	86.5	40	25	92.5	60
Total	352.5	266.5	289.5	364.5	282.5
TotalScore Ranking	2	5	3	1	4
Individual Committee Member Ranking Based on Scores					
Debbie Bowers	1	5	3	2	3
Mark Bartlett	3	4	1	2	4
Amy Lovoy	3	4	1	2	5
Sarah Cato	2	4	5	1	3
Total	9	17	10	7	15
Final Ranking	2	5	3	1	4

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Debbie Bowers		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	20	17	20	17	20
Cost	20	20	15	20	20	15
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	50	42.5	37.5	50	42.5

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Debbie Bowers		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	10	9	8	10	8
	Totals	100	83.5	85.5	97	85.5

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
Existing Experience (20)	20pts	17 pts	15 pts	5 pts	0 pts
Cost (20)	20pts	17 pts	15 pts	5 pts	0 pts
Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Mark Bartlett		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	17	15	17	17	15
Cost	20	15	5	20	17	5
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	42.5	37.5	42.5	42.5	37.5

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Mark Bartlett		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	8.5	7.5	8.5	8.5	7.5
	Totals	83	65	88	85	65

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
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Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Amy Lovoy		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	16	16	16	18	15
Cost	20	15	13	20	20	11
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	45	42	45	44	40

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Amy Lovoy		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	7	7	10	8	6
	Totals	83	78	91	90	72

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

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Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Sarah Cato		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Existing Clinic Experience 1. Number of years in business 2. Number of clinics 3. Number of full-time employees 4. Experience with municipalities	20	17	15	5	17	15
Cost	20	17	5	5	17	5
Clinic Operations 1. EMR – Protecting the data is key. Need a vendor that understands the importance of securing the data 2. Patient portal for communication with Nurse Practitioner 3. Credentials of the team 4. Determining eligibility of the participants 5. Emphasis on preventive care visits to manage future costs 6. Coordination of referrals. Make sure they document follow up for continuity 7. Experience providing behavioral health services within the clinic – not just referral to EAP 8. Pre-employment and DOT testing 9. Virtual health services for employees beyond the 10-mile radius 10. Length of typical 'first' visits? What is covered in the meeting? 11. What is the company's recommendations for wellness services beyond the clinic walls? 12. How do they incorporate coaching or dietetics into the service model? 13. Describe chronic disease management services within the clinic? Case studies? 14. Key points of reporting 15. Do your clinics integrate data with the carriers?	50	42.5	12.5	12.5	50	37.5

Solicitation: PD 19-20.035, Onsite Employee Health Clinic Administration						
Sarah Cato		CareATC, Inc.	CareHere, LLC	Concentra Health Services, Inc.	Marathon Health, LLC	Quad/Med, LLC
Evaluation Criteria	Value					
Performance Matrix 1. How does your company demonstrate: a. Improvement in employee health status b. Improvement in the company's claims 2. How do demonstrate improvement in individuals with chronic conditions? 3. How do you determine what percentage to put at risk? 4. How does your company determine Cost Avoidance (ROI)?	10	10	7.5	2.5	8.5	2.5
	Totals	86.5	40	25	92.5	60

Exceptional –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified and contains strengths and no weaknesses or deficiencies. The proposal submitted is innovative, comprehensive and complete in all details and meets or exceeds performance standards. **Receives full point value**.

Exceeds standards –
Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete and has no significant weaknesses. May be lacking some of the strengths but generally meets performance standards. **Receives 85% of full point value**.

Meets standards –
Meets outcomes and performance standards and may contain weaknesses which are not significant and may be correctable. **Receives 75% of full point value**.

Fails to meet all standards – Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses. **Receives 25% of full point value**.

Unacceptable – Fails to meet minimum evaluations standards. Demonstrated a lack of understanding of requirements or omissions of major areas. **Receives 0% of full point value**.

Maximum Points	Exceptional 100%	Exceeds 85%	Meets 75%	Fails to meet all 25%	Unacceptable 0%
Existing Experience (20)	20pts	17 pts	15 pts	5 pts	0 pts
Cost (20)	20pts	17 pts	15 pts	5 pts	0 pts
Operations (50)	50 pts	42.5 pts	37.5 pts	12.5 pts	0 pts
Performance Matrix (10)	10 pts	8.5 pts	7.5 pts	2.5 pts	0 pts



Marathon Health Response to Request for Proposal for:

PD 19-20.035: Onsite Employee Health Clinic Administration for Escambia County, City of Pensacola & Escambia County Sherriff's Office

April 15th, 2020

Jeff Shea
Executive Vice President, Sales
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Marathon health For life.

3.2 TABLE OF CONTENTS

- **3.1 Title Page**……..……..…1
- **3.2 Table of Contents**…….…..…2
- **3.3 Letter of Transmittal**…….…3
- **3.4 Questionnaire** ……..…….……5
    - Exhibit A – Questionnaire Response
- **3.5 Organization Profile**……..…….…..……49
- **3.6 Company Financials (Overview Only)**……52
- **3.7 Conflict of Interest Statement**…….……..……...53
- **3.8 Complaint Notifications / Lawsuits**…….……..……...55
- **3.9 Performance Matrix**…….……..……...56
- **3.10 References**…….……...59
- **3.11 E-Verify**…….…….……...61
- **3.12 Sworn Statement Pursuant to Section (287.133)(3)(), Florida Statutes on Entity Crimes**…….....62
- **3.13 Drug Free Workplace Form**…….…….……...64
- **3.14 Information Sheet for Transactions and Conveyances Corporate Identification** ……..65
- **3.15 Solicitation and Offer Form / Cost Proposal**…….……...67
    - **Scope of Services**……**68**
    - **Exhibit B: Clinic Lab Fees**……**72**
    - **Exhibit C: Clinic Pharmacy Fees**……..**73**
    - **Exhibit D: Clinic Budget**
        - **Solicitation and Offer Form (Exhibit D)**…….....**76**
        - **Escambia Service Summary and Fee Estimate**……..**77**
        - **Escambia Pricing and ROI**……..**83**
        - **Service Fee Components**……..**84**
- **Received / Signed Addenda Forms**…….……..…...85
- **Questionnaire Exhibits**…….……...87-321

Executive Summary for Escambia County, The City of Pensacola, and The Escambia County Sheriff's Office

Marathon Health appreciates the opportunity to submit this proposal to manage the onsite health center and to partner with your organizations as you look to advance the model of care for your great team members. We thank you for including us in your evaluation and look forward to speaking with you further about how we can help advance the health goals for your organization.

A Dedicated Team, Experienced in Health Center Conversions

Marathon Health specializes in health center transitions (or as we call them, **conversions**), and we have converted health centers from all major onsite health providers. Through years of experience, we have developed key processes, materials, and project plan guides that have yielded successful conversions of health centers for both public and private sector customers of all sizes, nationwide. As the industry leader in health center conversions, Marathon Health has the experience and expertise to quickly and efficiently transition your onsite health center services without disrupting your employee members or your dependent population, and we will utilize and repurpose your existing health center to work with our world-class model of care that has been designed specifically for your organization based upon the requirements within your RFP.

This conversion, based on Lean Six Sigma principles, will be led by a local and regional implementation team of project managers, account managers and executives. Marathon Health has the health center conversion expertise, flexibility and resources to make appropriate adjustments to staffing levels as we learn more about the services required, your current staffing environment, and your population health and risk profile.

The Marathon Health Difference

Marathon Health is a different kind of healthcare company. Our health centers are an important part of being healthy instead of just another option for when you are sick. To support this vision of health, our mission is to **inspire people** to lead healthier lives. In turn, we help employers stabilize healthcare costs. It's a simple equation that yields powerful results.

- We focus on creating **trusting relationships** between the Marathon Health clinicians and the patients they serve. This starts with how we recruit, train, and manage our clinical team to ensure they have the right mix of medical and coaching skills to inspire people to make dramatic, long-term health changes in their lives. We also slow down the care process, allowing clinicians to take the time they need to treat the whole person, not just a list of symptoms. Whether we are seeing someone for a sore throat, seasonal allergies, or smoking cessation, we approach each person holistically and recognize that all aspects of life - physical, emotional, financial security, overall stability - come together to influence health habits and lifestyles.

- Our **population health management** approach includes health coaching and wellness programs to ensure the healthy population stay healthy and that programs are available to help everyone maintain or improve their health. We provide the **system, tools, and support** to help people take responsibility for their own health and healthcare. We believe when people understand their health and the choices that impact it, they gain a new perspective – one that isn't about being sick, but rather about achieving their best possible health. The support of a knowledgeable, compassionate clinician, access to convenient high-quality care at work, and technology tools to track progress and document healthcare are key ingredients of the Marathon Health difference.
- We **demonstrate value** by decreasing the prevalence rates of costly risk factors such as high body mass index (BMI), blood sugar, cholesterol, and blood pressure; by helping people with chronic conditions achieve and maintain the standard of care for their condition; by decreasing utilization of emergency rooms and urgent care centers, and by decreasing the use of specialist care and inpatient hospital stays. Our proprietary technology platform helps us achieve results through identification and outreach to the medium and high-risk population for early intervention. We continually strive to improve the overall health status of your employees and, as a result, to reduce your healthcare costs.

Who Chooses Marathon Health – and Why

At Marathon Health, **we are dedicated to improving health outcomes through a more compassionate, satisfying, and patient-focused healthcare experience.** Employers choose Marathon Health because they believe our shared success rests more on our ability to deliver on this promise than on where the client is located, their line of business, or the number of people they employ.

Given the core values and the RFP requirements that were clearly outlined, we're confident we already have the foundation for a mutually beneficial, long-term partnership. We thank you again for including us in this process and invite you to evaluate Marathon Health in this light.

Jeff Shea | Executive Vice President of Sales
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3-4 QUESTIONNAIRE

Exhibit A, must be completed and accompany response. The information provided in Exhibit A will be used to score based on the Evaluation Criteria as outlined in **PART III CRITERIA FOR SELECTION**.

3-4-1 Experience and Qualifications of Exiting Clinical Experience

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. Company name
   Marathon Health, LLC

2. Company address
   20 Winooski Falls Way, Suite 400
   Winooski, VT 05404

3. Company phone number
   (802) 857-0400

4. Contact name
   Jeff Shea

5. Contact title
   Executive Vice President, Sales

6. Contact address
   20 Winooski Falls Way, Suite 400
   Winooski, VT 05404

7. Contact phone number
   (615) 591-0198

8. Contact email address
   jshea@marathon-health.com

9. What is the total number of full-time employees in your organization dedicated to on-site clinics?

   Marathon Health's only line of business is the implementation and management of dedicated onsite and near-site health centers. As a result, all 1,088 our current employees are dedicated to onsite healthcare delivery, 830 of whom work in clinical roles at our health centers.

10. How long have you been in the on-site clinic business?

    14 years

11. What is the total number of primary care clinics?

Marathon Health currently manages 205 health centers that provide primary care (as well as acute care, health coaching, chronic condition management, and first-treatment of work-related injury, standard) for more than 140 customers in 40 states.

12. What is the total number of occupational health only clinics?

    Marathon Health does not currently operate any occupational health only health centers. We provide at least some level of occupational health (first-treatment of work-related injuries and triage) at 100% of our health centers. Additionally, we provide comprehensive occupational health services offerings (e.g. drug testing, new hire/DOT/firefighter/police/random physicals, etc.) at 44% of our health centers. For more comprehensive information on our occupational health offering, please refer to **Exhibit 1: Occupational Health Overview & Scope of Services**.

13. How many clinics does your organization manage in the state of Florida?

    Marathon Health manages 20 health centers in the State of Florida, as well as five remote health coaching only sites. Of these 20 health centers, 12 are for customers in the public sector. The closest such health center would be Escambia County Schools.

14. What is your five-year client retention rate?

    Marathon Health has a 97% client retention rate, and 100% of Marathon Health's current customers are active references on our behalf. Since our founding, we have never had a client terminate our services during a contract period. We have had five clients choose to not renew with Marathon Health following the end of an initial contract term, before the five-year mark.

15. What support do you offer for site identification and clinic build out?

    Marathon Health's Project Management team can assist Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office with securing suitable space for the health center as well as provide best-practice advice on design. Marathon Health is not in the business of building facilities, and Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will be responsible for the actual construction or build-out of the health center. However, we are routinely involved in many aspects of facility design and development and would be involved as needed to ensure that the facility meets the requirements of the current RFP.

    Once a contract is in place, Marathon Health can review the existing spaces and help review new sites as needed. We can review and advise on clinic design, including schematic design for an effective and inviting workflow; and we can collaborate with an architectural firm of your choosing to ensure that all of the necessary requirements for optimal functioning of the facility are fulfilled. Please note that all of these services are included as part of our fixed-fee pricing, with no additional costs to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office

    If Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office desires additional support from Marathon Health in terms of hiring an architectural firm, overseeing construction, or leasing space for the health centers,

we would require further discussion, as these activities generally fall outside of our standard scope.

16. What is your process for clinic design? Do you hold any certifications in this area?

    Marathon Health will work closely with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office to help design the space for the new onsite health center, utilizing an effective and inviting workflow. We will perform a pre-implementation assessment, during which time we will perform a geo-analysis to determine optimum locations of service (based on location of potential or existing facilities and where the largest number of employees would have the most convenient access). Once a contract is in place, Marathon Health can assist with the design of your clinic, including schematic design.

    We are happy to work with the architectural firm of your choosing. Please note that Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will be responsible for providing the space needed by Marathon Health for the performance of its obligations, including fit-up of the space with basic infrastructure consistent with Marathon Health's specifications.

    Marathon Health provides a Facilities Welcome Packet, which includes best practices for the build-out of your health center, along with ways to ensure optimum privacy for patients, such as:

    - Sound proofing between rooms
    - Consult on overall design and flow so that patient / provider conversations confined to private locations
    - Clinician computers will be not viewable to patients within the health center, and we utilize password-protected, timed log-outs and privacy shields in cases where patients have view of a screen
    - Smaller waiting rooms, designed in a way that the staff can have a private conversation with the patient if needed.

    Please refer to **Exhibit 2: Facilities Welcome Packet** for more information on the ways that Marathon Health assists with clinic design during our Six Sigma inspired implementation process.

17. Does your organization currently operate any near-site clinics within Escambia County? If so, would employees have access to those facilities?

    Yes, Marathon Health has managed the Escambia County Public School District's "ECSD Center for Health and Wellness" since June 5, 2013. Sharing of health center facilities would require further discussion and planning between the District, Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office, and Marathon Health, but we do have several customers that utilize a "shared center" model.

3-4-2 **CLINICAL OPERATIONS**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

1. **IT and IT Security**
   a. Does your company utilize an inter-operable electronic medical record? Please provide a brief overview of the system.

Yes. Marathon Health has created its proprietary clinical technology platform and data warehouse with data exchange needs as a primary design requirement. Multiple standard extracts are included in our pricing. We offer tailored data exchange programs to address all information access and reporting needs during the implementation planning process.

We use a flat text file format for electronic data exchange, and Marathon Health can exchange (both transmit and receive) data with outside medical records systems, clinicians, hospitals and other health systems via CCDA, as well as through CCD or XML, http, sftp or ftps. All flat files are to be PGP encrypted prior to transport. Data exchange technology is owned and maintained by Marathon Health, and is performed (including the design and built or required electronic interfaces) at no additional cost, included in our base fixed-fee pricing.

Marathon Health will also remit zero dollar claims in a standard 837 type file format. Marathon Health can provide lab, encounter, and HHRA information via a file extraction. The third party vendor would be required to facilitate the import into their respective systems. Marathon Health will custom code extractions to the vendor's specification if necessary. Custom extractions would be billed on a time/material basis. Marathon Health has data exchange interfaces currently in place with all major health plan administrators.

Marathon Health's *Health Engagement System™*

The foundation of Marathon Health's innovative approach to healthcare is our ***Health Engagement System™***, a proprietary suite of user-friendly healthcare technology tools that includes an integrated Electronic Medical Record and Personal Health Record (EMR/PHR) / our eHealth Portal. This HIPAA-compliant health record and data management platform was designed to support all aspects of the care process, from primary care and health assessments to occupational health, documentation and clinical decision support. The Health Engagement System™ technology is included in Marathon Health's fixed fee at no additional cost.

The Health Engagement System™ creates a paperless record-keeping environment that allows the clinician to access evidence-based decision support tools and document all of the participant's care in one place, as well as provide accurate and up-to-date reports and ensure patient confidentiality. These tools enable the clinician/coach and the participant to create customized plans for reaching health goals, track individual progress, and help the patient to become an active participant in their own health.

Our technology and processes allow our providers to serve patients for both personal and occupational health injuries at our health centers, with records for occupational health visits flagged as a work-related condition, and

segregated in the system. Because personal and occupational records are kept separate in our EMR, the work-related injury and/or condition information can be reported on separately from medical health treatments and interventions.

eHealth Portal / Personal Health Record:

Member patients will have 24/7 web-based access to the online eHealth Portal, which provides:

- A complete Personal Health Record
- Appointment scheduling
- Secure web messaging with the health centers' clinicians
- Searchable, evidence-based consumer health educational tools
- Wellness Profile and Scorecard
- Personalized health improvement plans and wellness initiatives
- Registered diet and fitness trackers

Electronic Medical Record:

The HIPAA compliant electronic record organizes and stores the patient's health information, including test results, treatment and management plans, health history, clinical notes, claims data, and biometric data, in one complete longitudinal Personal Health Record (PHR)for the patient, and an Electronic Medical Record (EMR) for the practitioner. This clinical health record provides clinicians with access to all the above features and the following additional functionality:

- Provider schedules
- Patient lists for outreach and follow up
- Workflow support with "To Do" lists for the clinicians
- Reports that stratify the member population and documentation of follow-up for individuals identified as at-risk or diseased.
- The ability to enter and track results over time
- Real-time clinical decision and documentation support at the point of care
- Intelligent Prompt functionality for distinguishing diseases/conditions with similar signs or symptoms.
- Disease management protocols
- Encounter completion to capture ICD-10 and CPT codes

b. Does your EMR provide a care gap analysis of claims, drug, and lab data to identify actionable care items for each clinic participant?

Yes. Marathon Health has developed proprietary clinical practice guidelines for conditions including:

- Preventive health care maintenance
- Diabetes
- Hypertension
- Coronary artery disease
- Metabolic risk syndrome
- Asthma
- Chronic obstructive pulmonary disease [COPD]
- Heart failure

- Low back pain
- Depression
- Rheumatoid arthritis
- Osteoarthritis
- Sleep apnea
- GERD

These clinical practice guidelines are embedded in our proprietary EMR and include integration with claims data to identify gaps in care. A team of physicians ensures that the guidelines are kept updated regularly, and work towards developing additional guidelines. Quality metrics from our EMR are utilized by our Quality Assurance team to run quality metrics reports for HEDIS metrics.

We identify gaps in care in several ways:

- We mine third party claims data and our own encounter data to identify patients with chronic conditions
- Standard of Care guidelines built into our EMR for a wide array of chronic conditions automatically matches the care protocols for the condition against the evidence in the claims data. This provides the medical staff with information on care gaps, reducing unnecessary costs caused by patients not at the standard of care.
- The system generates a patient list for proactive outreach to patients with chronic conditions
- The patient is seen for a Comprehensive Health Review and enrolled in our disease management program
- Through the course of intervention, we create a plan to help patients receive the care necessary for their condition and address any gaps in care, either at the onsite clinic or through a provider in the community.

Our goal is to lead the onsite healthcare market in population health management reporting and analytical capabilities in order to drive improvement in care and outcomes. We utilize an advanced analytical toolset for care gap analysis for the top eight most prevalent chronic conditions and for preventive care that is gender and age specific, allowing for refined targets for care management, and a clinical and patient alert system for achieving standards of care. In addition, the clinical analytics tool provides in depth/multi-layered user vs. non-user utilization and cost reporting to provide a detailed evaluation of value and return on investment.

c. Does your EMR provide point-of-care access to evidence-based best practice guidelines?

Yes. We provide our clinicians an evidence-based online decision support tool, embedded in our EMR, the presents to clinician with real-time, relevant clinical data at the point of care to support best practice clinical thought process, enable care coordination, satisfy documentation and compliance requirements, and promote the use of codified clinical content. All content in the database is evidence-based and identifies all possible treatment options.

Our clinicians also receive an online subscription to UpToDate, an evidence-based clinical information resource available on the Web, desktop, and mobile device. UpToDate provides concise, practical answers at the point-of-care specific to their specialty.

On the patient side, all eligible members will have access to an evidence-based consumer health education library that they can access via the Marathon Health eHealth Portal 24/7 via any desktop or mobile computing device.
While these tools are not owned and developed by Marathon Health, they are all included in our base fixed fee pricing, with no additional costs for our customers.

d. Do you offer a mobile app (NOT a mobile website)? If so, please describe the capabilities. Who developed this app? How often is it updated?

Yes. All of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's members will have access to Marathon Health's mobile app, which allows patients to schedule online appointments, send and receive secure messages to / from their Marathon Health provider, utilize wellness tools, respond to questionnaires, and more via any Apple or Android cellphone or tablet.

In addition, since our eHealth Portal is web-based and utilizes response design, your members will have full-featured access to the eHealth Portal via any mobile device (i.e. smartphones, tablets) and on any platform (i.e. Apple, Android), allowing all eligible members over the age of 18 will be provided with a username and password for 24/7 access to the eHealth Portal, where in addition to the mobile app features mentioned above, they can also view their complete Personal Health Records (PHR) and see the results of HRAs, biometric screenings, and lab tests. Your members can also sync their wearable devices (such as Fitbit, Garmin, etc.) with the Portal for wellness activities.

e. Does your EMR provide identification of enrollees with chronic conditions (low back pain, arthritis, CHR, diabetes, asthma, hypertension, etc.)?

Yes. Marathon Health uses a proven, four-step process to identify, stratify, mitigate, and manage our high-risk and at-risk patient populations, as well as find ways to keep healthy populations staying healthy. We start by using prior claims data, results from health risk assessments and biometric screenings, and new encounter data to stratify your member population's risk for chronic condition as low, medium or high. Then, we utilize proprietary "Patient List" technology and EMR alerts (as well as current incentive programs) to determine proactive outreach to have members schedule a health coaching visit and (if needed) enroll in our chronic condition management programs. We then create individualized health plans (with regular health coaching), and provide regular individual reporting on progress to the patient, as well as aggregate reporting on outcomes to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office via an initial Population Stratification Report, as well as updates in our monthly CAT Report and year-over-year via our Year End Review.

Please see our response to **Section 2 ("Clinic Operations"), Question cc** below for a detailed look into Marathon Health's unique, four-step Population Health Management Model.

f. Do you use a data warehouse that can merge clinical encounter data from the electronic health record with carrier monthly claims and Rx data transfers, and

then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact?

Yes. The Marathon Health data warehouse, which manages data input and output from multiple sources, is the repository for patient/member health information. This information includes data collected and documented through the care and coaching services at the clinic, such as: encounters, diagnosis, procedures, risk profiles, wellness scores, goals and treatment plans, insurance eligibility, claims data, and population stratification reports. The data warehouse can be expanded to handle other data needs for your organization, such as data interfaces with regional health information exchanges and/or EMRs at an additional cost.

The warehouse can accept (import) data from multiple sources, including:

- Lab results
- HHRA data from Marathon Health or other HRA as mapped to our format
- Medical claims data, diagnosis, and procedures

The warehouse can push (export) data to other organizations including:

- HHRA information
- Biometric lab results
- ICD-10 and CPT4 codes

Standard exports from our data warehouse (including HHRA, biometric screening and encounter data) are included in our base services and included at no additional cost to our customers. If specified, lab results can also be included with the biometric screening data, with no additional cost. Incentive and wellness program participation data is typically sent as a standard report (as needed during incentive campaigns), included in our fixed fee pricing.

Monthly utilization, quality and cost analytics are reported on in our Clinical Activity and Trends Report. Please refer to **Exhibit 11: Sample CAT Report**.

g. Do you offer a patient portal that allows members to be directed to resources for engagement and more personalized content?

Yes. All members will have 24/7 access to the web-based eHealth Portal. The Portal is a web-based application, equipped with responsive design, and is optimized for viewing via the browser on any mobile device.

Through the eHealth Portal, patients can access their Personal Health Record (including viewing the results of lab tests, health risk assessments (HRAs), biometric screenings, and Comprehensive Health Reviews), schedule appointments, enroll in wellness workshops, programs and challenges, access evidence-based consumer health educational tools, receive and reply to secure messages from the clinical staff, and review Marathon Health’s notice of Privacy Practices.

A key feature of the eHealth Portal for patients is 24/7 access to evidence-based health education content, to help your members to make better decisions about their own health. This content is rigorously reviewed by the members of several medical review boards.

Additionally, we provide a number of wellness workshops, videos and tools, including workshops on such topics as smoking cessation, arthritis, asthma, COPD, diabetes, stress, hypertension, life balance and a host of other topics via the “Wellness” tab on the eHealth Patient Portal.

The eHealth Portal also can be accessed via mobile devices (with many features of the Portal available on our native mobile application (accessible via any iOS or Android device) as well. In addition, a variety of wearable devices (including Fitbit, Garmin, etc.) for tracking nutritional and exercise goals. We can provide incentive tracking for these functions as well as for health promotion programs / challenges.

h. What are the main functionalities and resources of your company’s web portal? (Example: online coaching programs, health education/information, personal tracking capabilities, etc.)

Your member patients will have 24/7 web-based access (via any mobile or desktop device) to our online eHealth Portal, which provides:

- A complete Personal Health Record
- Secure web messaging with clinic providers
- Online appointment scheduling
- Virtual Health visits
- Medication refill requests
- Wellness Profile Scorecard and a customized MyHealth Report
- Personalized health improvement plans
- Fitness trackers
- Personalized wellness initiatives and instructions
- Searchable evidence-based consumer health information

The eHealth Portal is web-based and can be viewed 24/7 on any desktop or mobile device (i.e. smartphone, tablet). The eHealth Portal, and our full, proprietary Health Engagement System technology, is included in our fixed fee cost proposal.

i. Do you or your EMR vendor perform a SOC 2 Controls Review? If yes, can we have a copy of your most recent SOC 2 report?

Marathon Health has not pursued an SOC2. However, we confirm that our system satisfies all applicable HIPAA/HITECH, IT Security, Ethics and Compliance requirements. Our security framework is based on NIST-800, and all systems utilized to host our electronic medical record reside at a SSAE 16 Type II certified colocation facility. Marathon Health’s network security systems have never breached.

Marathon Health engages a third-party firm, Nuharbor Security, to conduct a security risk analysis of our EMR annually. The last review was in December 2019 and the following services were performed: external penetration testing and web application penetration testing. No material weakness or defects were found. Please refer to **Exhibit 3: IT Security Audit**.

Marathon Health normally also utilizes Nuharbor Security to perform an annual review of information security policies and procedures annually. This particular part of the audit was not performed in 2019 (it was last performed in December 2018) as Marathon Health is actively pursuing HITRUST

certification, which includes a thorough analysis of security policies and procedures.

j. Have you had an incident where there has been compromise, loss, or mishandling of confidential data or Protected Health Information? If yes, please describe.

In our nearly 15 year history, we have had only four situations where a patients PHI has been inadvertently and inappropriately shared with one other person. We have had one situation where a patients PHI was 16 intentionally inappropriately shared with another individual. Please note that Marathon Health has never experienced a breach of our network security systems in our company's history.

k. If an incident occurs that affects client data, do you affirm to notify the client immediately upon discovery?

In the event of an incident, Marathon Health will contact vendors within 48 hours of a breach, where a breach is defined in HITECH Sec. 13400. If a breach was to occur, Marathon Health's Security Incident Response Team (SIRT) is notified and invokes the security incident response procedure.

Our first step is to mitigate the breach to prevent further data from being exposed. Second, we conduct evidence preservation and make copies of all logs to ensure we have auditable information. Lastly, the SIRT Team will then remediate identified vulnerabilities and ensure that the exploit/breach cannot happen again before returning the systems to service. Any customers whose data may have been exposed will be notified within 48 hours of the breach.

l. When working with third parties, do you provide the employer with a list of any third parties that you utilize that may have access to employer data or client data?

This is not part of our standard operating procedures; however, we certainly can provide a list, if required.

m. Do you ensure that third parties agree in writing to be bound by data security requirements no less stringent than these, prior to having access to the employer's data or client data?

Yes.

n. Is an information security incident response plan documented and available for review?

Yes, a security incident response plan exists and is maintained. However, due to the sensitive nature of the plan contents, we cannot provide this information without having a signed NDA.

o. Does your incident response plan require immediate notification to client of any information security event, whether employer data or client data was involved?

Marathon Health will notify you within 48 hours, after the security incident response team has met and verified a breach. All communication will come directly from your dedicated Marathon Health Account Manager.

p. Does the incident response plan identify the incident response team? How long after an incident is discovered does the incident response team become notified?

Yes. Members of the Security Incident Response Team (SIRT) are notified as soon as a security incident of high or critical priority is identified. Criticality of an incident and notification to additional members of the SIRT is determined by the chair of the SIRT committee, Marathon
Health's CSO.

2. Clinic Operations

a. Who is the Medical Director for your organization?

Marathon Health's National Medical Director is Dr. Michael Huang. In his leadership role, Dr. Huang oversees Marathon Health's quality assurance and patient safety programs, leads the development of the company's clinical policies, and serves as an escalation point for issues related to the delivery of medical care.

Dr. Huang has over 20 years of experience in primary care, having completed his Internal Medicine Residency at Vanderbilt University in Nashville, TN prior to joining the Vanderbilt faculty and then that of the University of Kentucky's College of Medicine, where he served as Associate Professor of Internal Medicine and medical director of the Kentucky Clinic South Primary Care Practice.

He joined Marathon Health in 2013 as the medical director of the Lexmark Health and Wellness Center in Lexington prior to transferring to another customer's health center in 2017. Please visit the following link to see a video testimonial from Dr. Huang speaking about his passion and appreciation working as a part of our "Marathon Nation":

https://www.youtube.com/watch?v=_kHYQIIZmTk

b. Who oversees the clinical care delivered in the clinics? Describe the line of reporting up through your organization.

Day-to-day leadership within your health center will come from the Clinical Director, who works closely with your Account Manager to ensure excellence in patient care and satisfaction with clinical services. The Clinical Director also provides input to the Account Manager on workflow, scope of services, and programming to achieve population health goals.

The Clinical Director reports to the Account Manager, who will take full responsibility for the success of your health center and your satisfaction as a customer. They are your dedicated point-of-contact and partner in reaching your strategic goals for employee health.
Regional Clinical Leaders are the first point of contact for account managers and health center team regarding clinical operations and services. They provide clinical operations oversight and support to ensure exceptional

clinical services are delivered and that excellent clinical operations are maintained at the health centers within a region.

To oversee clinical operations at the company-wide level, Marathon Health uses a collaborative leadership model led by our VP of Clinical Operations, Bev Raymond, MSN, ANPBC, working collaboratively with National Medical Director, Michael Huang, MD. Responsibility for functions within clinical operations is distributed among highly-qualified, practicing clinicians with specific expertise and passion in areas such as quality assurance, policy and protocols, chronic condition care, talent and skill development, regulatory compliance, and health center workflow. Distributed leadership allows us to leverage the collective expertise of our providers, who use their tenure at Marathon Health and management experience in traditional practice to drive a more effective model of care.

For more detailed information on Marathon Health's leadership structure and clinical operations and oversight teams, please refer to **Exhibit 4: Marathon Health Clinical Leadership Structure**.

c. What are the credentials of the clinic operational team?

Minimum credentials for the clinical positions in our recommended staffing model for your health center include:

- **Physician (MD/DO)**: Requires a terminal doctorate in medicine or osteopathy, as well as completion of a formal residency in medicine. State license required. Board eligible; preferably board certified. DO or MD (typically a MD). Board Certified Provider. Certified in Basic Life Support.
- **Nurse Practitioner (NP)**: Requires a master's degree or doctorate. Must be licensed as a nurse practitioner or physician assistant in the state(s) within which they work, with a minimum of two years professional, clinical experience. Knowledge and experience with primary/urgent care, health risk assessments, lifestyle risk reduction, disease management, and health promotion is recommended. Individuals who have had work experience(s) requiring autonomy and independent decision making, budget responsibility, management skills, and business acumen are preferred. Board Certified Provider. Certified in Basic Life Support.
- **Medical Assistant (MA):** MA's need to be experienced in phlebotomy. Minimum of two years of experience. Preferred to be nationally certified as a MA and nationally certified in phlebotomy.
- **Practice Support Specialists (PSS):** Non-clinical role. Minimum of two years of experience in administrative health care roles.

(Optional Staffing Roles):

- **Behavioral Health Counselor (BHC)**: Master's degree from a mental health counseling program accredited by the Council for the Accreditation of Counseling and Related Educational Programs (CACREP) that consists of at least 60 semester hours or 80 quarter hours of clinical and didactic instruction, including a course in human sexuality and a course in substance abuse.

- **Physical Therapist (PT)**: The Physical Therapist is responsible for providing physical therapy services with a focus around work-related injuries and risk factors, as well as an emphasis placed on health and wellness and preventative care. Qualifications include:
    - Minimum 2 years' experience in out-patient/general orthopedic physical therapy
    - Must be licensed as a Physical Therapist in the State of employment
    - Manual therapy training and orthopedic skills are preferred for this unique position
    - Qualified applicants should believe in making a difference and believe in quality decisions, have excellent communication skills, collaborate effectively, and instill trust to lead a great wellness program

Please refer to **Exhibit 5: Clinical Staff Roles and Responsibilities** for more detailed information on the credentialing requirements and job functions/duties of our clinical staff team members.

d. What is your clinic's staffing and procedures to accommodate walk-in patients?

While we encourage individuals to schedule appointments in advance (appointments can be scheduled using our online scheduling system, by telephone, or in-person at the health center, or via the mobile app), our scheduling system accommodates time for "walk in" visits and same-day appointments. Walk-ins are seen if an opening is available at that time, otherwise they will be scheduled for an appointment at a future time, to ensure that there is no impact on the wait time for patients with appointments scheduled. Typical wait times for both scheduled appointments and walk-ins are less than five minutes, with most patients being seen immediately upon arrival.

e. What approach do you recommend identifying whether a presenting patient is eligible to participate in the clinic?

Marathon Health will request to receive an electronic eligibility file from Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office on a weekly / biweekly basis. During the patient intake process, we will ensure the patient is in fact on the eligibility file. At the patient's first encounter at our health center, we ask for photo ID, and then confirm the patient's contact information and make copies of their photo ID and health insurance card (for labs or other services that cannot be performed at the 19 health center). If the patient does not have a photo ID, we will ask for personal identifying information to match the patient to their health record. If we cannot confirm the patient's identity, we then contact your HR department.

f. How often do you request updates to the eligibility files? How often do you feed claims?

As noted above, Marathon Health has a standard eligibility flat file format that we will provide to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office during the implementation phase. We suggest an updated feed on a weekly or bi-weekly basis to accommodate

terminations and new hires. Any member listed on Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's eligibility file will have access to the health center. This allows us to identify the patient as an eligible employee at the time of their visit, as well as the ability to analyze and report on metrics and outcomes specific to each individual organization.

Also during the implementation process, Marathon Health will request 12-24 months of historical medical claims data. This information will be loaded into our proprietary data warehouse and will be used to comprehensively risk stratify Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's member population (along with results from our HHRA, biometric screenings, and new encounter data). Post implementation and on a continuous basis, Marathon Health will receive a claims file typically on a monthly basis.

g. Do you offer primary care preventive visits for employees, spouses and dependents? If so, what tests are covered as part of the preventive care visit?

Yes. Marathon Health provides a comprehensive set of primary care services, including:

- Assessments/triage in urgent and emergency situations
- Diagnosis and treatment of common episodic conditions
- Annual exams and screenings
- Women's healthcare
- Chronic care and disease management
- Vaccines and Immunizations
- Prescription management
- Referral coordination and management
- Allergy shots
- Flu shots
- Laboratory testing
- Basic life support (CPR/AED)
- Bio-hazardous waste management
- Injury prevention

Please refer to **Exhibit 6: Primary Care Overview & Scope of Services** for a comprehensive list of the primary care services we offer at our health centers.

Additionally, prevention and wellness programs are an essential part of Marathon Health's integrated approach to healthcare, and the foundation for reducing healthcare costs for our customers. Preventive care comes in the form of health risk assessments (HRAs), health education and management, health screenings and health coaching. We view every encounter between clinical staff and members as an opportunity for engagement and health coaching. The onsite staff will also perform frequent outreach to members with chronic health conditions or who are at risk of developing chronic conditions.

Marathon Health's preventive care, wellness and health management capabilities include:

- **Health screenings** (Health Risk Assessments, biometric screenings, blood pressure, weight, BMI, full lipid panel, fasting glucose levels, and other testing as requested by each client)
- **Health coaching** (weight loss/management, tobacco cessation, stress management, lipid level control, blood pressure control, glucose control, prescription management and adherence)
- **Health promotion, education programs, wellness support, and counseling** (nutritional, fitness, and dietary counseling)
- **Chronic condition management programs** (diabetes, asthma, COPD, hypertension, congestive heart failure, coronary artery disease, GERD, sleep apnea, RA, depression, Osteoarthritis, metabolic syndrome, low back pain.)

h. Do your onsite clinics offer client employees/dependents annual physicals and school/sports physicals?

Yes, annual and sports physicals (as well as other routine physical examinations) are included in our standard offering of preventive services and exams.

i. Do your clinics routinely provide Referral Coordination Services? Are the above services included in the program costs?

Yes. During the implementation phase, the health center staff will develop a referral database of physicians and specialists, taking into consideration all of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's specialist referral objectives. We place a priority on hiring clinical staff that have years of experience practicing in the area and a knowledge of the local healthcare systems and providers. Our clinical staff will work with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office, your existing preferred specialist providers, and within the framework of your carrier's networks and tools to provide referrals to the most efficient and effective providers in the community.

We continually review and update community providers as we track referrals in our EMR. When a clinician refers to a provider, the information is recorded in the EMR system by selecting from a drop down menu both the category and specialty of the provider, developing a library of quality providers for future referrals. Please note that all of the above services are included in our fixed fee cost proposal, at no additional cost to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office.

Additionally, other sources of high-performing providers such as Compass, HealthGrades, Healthcare Blue Book, Best Doctors, Leapfrog, Bridges to Excellence and others can be integrated into our model.

j. What is the referral rate across your book of business?

Marathon Health currently has a specialist referral rate of 2.2% and a Primary Care Provider (PCP) referral rate of 0.7%. We are able to keep referral rates low, as our providers can perform 90%+ of the primary / preventive/acute services available at a PCP's office or urgent care center, and we have a

proven, multi-tiered engagement strategy to drive member utilization of our health centers.

k. Is your organization affiliated with any hospital system or are you independent?

Marathon Health acts fully independently and is not affiliated with any hospital system.

l. Can your organization coordinate ~~of~~ referrals for a specialist visit and/or additional diagnostics?

Yes. As mentioned, the health center staff will develop a referral database of physicians and specialists, taking into consideration all of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's specialist referral objectives. Clinical staff will then work with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office your providers, and within the framework of your carrier's networks and tools to provide referrals to the most efficient and effective specialist providers in the community.

Marathon Health's clinicians will help patients to find the best quality specialists for their condition and cost needs. Additionally, the use of our technology and knowledge of all providers in the system improves the coordination of care and eliminates fragmentation in delivery. Health center providers can send individual health records to a patient's specialty or primary care provider (following consent of the patient) to facilitate care once consent is obtained. This is typically done through the secure transmission of a CCDA (electronic continuity of care document) file.

m. Can your organization provide a vaccination program for employees and dependents of all ages mutually agreed upon by the client and the onsite clinic vendor?

Yes. Marathon Health can provide a vaccination program for employees and dependents. We follow the CDC's immunization schedule for any immunization that we administer at our health centers:

http://www.cdc.gov/vaccines/schedules/downloads/adult/adultschedule.pdf

Marathon Health can provide a number of vaccinations and immunizations onsite, including influenza, Pneumovax or 23-valent polysaccharide vaccine (PPVSV), Hepatitis A, Hepatitis B, Td or Tdap, Inactivated Typhoid, Inactivated Poliovirus, Meningococcal, HPV (Human Papillomavirus), Shingles, Varicella, MMR, meningococcal and Haemophilus influenza. All vaccines will be billed at pass-through cost, with no mark-ups or incentives for Marathon Health.

Please note that Marathon Health will see children at our health centers from the age of 24 months and up for sick visits (i.e. episodic acute car such as earaches, strep throat, pink eye, chicken pox etc.). We believe that a licensed pediatrician, specialized in newborn care, should provide well-child visits and care (i.e. annual visits to assess developmental milestones; administer childhood immunizations) prior to the age of six years. However, Marathon

Health has the ability to staff pediatricians at our health centers who can provide services from birth if requested.

n. Can your organization provide EAP services, behavioral health specialists with crisis management experience?

Marathon Health providers diagnose and medically treat behavioral health conditions to include depression and anxiety. We have incorporated questionnaires and online assessment tools into our EMR focused on behavioral health, including depression (PHQ-2 & 9), anxiety (GAD-7), and stress (PSS). The addition of multiple assessment tools enables better identification of the correlation points between behavioral and physical health, so that Marathon Health can address and manage the patient risk and care requirements across the full spectrum of health needs.

Additionally, our integrated PHR/EMR provides a platform to coordinate care and share health information with an EAP program, subject to patient consent. The use of our technology and knowledge of all providers in the system improves the coordination of care and eliminates fragmentation in delivery. Marathon Health currently collaborates with many of our clients' EAP providers, including periodic onsite EAP services and meetings between Marathon Health clinical and account management staff and the EAP.

Some of our customers have dedicated a private space within their facilities where EAP service providers can base operations, etc. For example, at Tufts University, we brought an Employee Assistance Program (EAP) counselor onsite. Onsite utilization of the onsite EAP counselor was much higher than by phone, resulting in Tufts increasing their onsite presence from four hours a week to eight hours.

Behavioral / Mental Health Counseling Services

Marathon Health also provides the option for the inclusion of comprehensive behavioral health counselor services. The counseling services are offered by a master's level licensed clinical mental health counselor who is trained in practicing patient-centered, outcomes-based therapy and delivering mental health and wellness care to individuals, couples, and families. The counselor can lead group sessions and educational workshops to promote overall wellbeing in the workplace. Topics may include crisis management, substance abuse, relationships, stress, anxiety, anger management, and self-image.

Please note that we have not included behavioral health counseling services in our fixed fee, but we have included costs for a full-time counselor as a line item in our cost proposal. We would be happy to have further discussion on the addition of behavioral health counseling services if so desired by Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. For more information on Marathon Health's behavioral health counseling services, please refer to **Exhibit 7: Behavioral Health Services Overview**.

o. Can your organization provide pre-employment and drug screens?

Yes. Marathon Health can offer pre-employment and drug screening services. We have not included these services in our cost proposal for

Escambia (based on your responses in Addendum #2). However, we would be happy to discuss the addition of these services for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office during the finalist meeting.

p. Can your organization provide Department of Transportation (DOT) testing?

Yes. Marathon Health has provided DOT physicals in our fixed fee proposal as part of our scope of occupational health services for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office.

q. Is your company able to provide virtual care (telehealth) for remote employees and dependents that do not have access to the clinic?

Yes. Marathon Health offers virtual services for four key areas of coverage:

(1) Virtual Medical Care: We provide virtual medical services through a diagnostic care unit located at customer sites. These units enable live video connection between the patient and their Marathon Health provider, with the diagnostic toolkit covering many ambulatory care needs, including heart, lung, ear, chest, throat and skin exams, with accompanying peripherals for weight, blood pressure, and pulse oximetry.

Marathon Health has included two (2) Virtual Diagnostic Care Units for use by Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. This will allow employees and dependents at these locations to have access to health center services through a virtual connection with a known Marathon Health provider. With a virtual medical visit, patients receive care in a dedicated private space within their office, saving them the trip to another healthcare facility. Patients will know immediately if a referral to a local health setting, lab work, or prescription is needed.

Please note that we have waived the fee for these Virtual Diagnostic Care Units for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office.

(2) Virtual Health Coaching: Our coaches and clinicians interact with members and patients through live video interface and/or telephonic connection (depending on patient preference) for real-time, remote health coaching services for the same conditions and risk factors as our face-to-face coaching.

(3) Virtual Behavioral Health Counseling: As with above, patients interface virtually via video or telephonically to engage with our trained, licensed behavioral health counsellors to address stress, anxiety, depression, substance abuse, relationships, and many other behavioral health needs.

(4) After-Hours Telemedicine: We provide after-hours and 24/7 coverage for acute medical issues through our telemedicine partner 1.800MD. Their telephone or video support covers non-emergency medical issues, short-term prescriptions, specialist advising, child health advice, and triage. Our data integration with 1.800MD enables a more

seamless patient experience, with encounter notes automatically sent to our health center and updated into our EMR for follow-up.

r. Does a member need to schedule an appointment to a) obtain a new prescription or b) refill a medication?

Patients must have an appointment to obtain a new prescription. In regards to refills, an appointment is not required each time. Depending on the condition being treated, the patient will need to come in for periodic evaluation. We would not continue to refill a prescription for more than a year without seeing the patient back to evaluate the ongoing appropriateness of the medication. Medication refill requests can be requested by telephone, via our mobile app, or sent to the provider via secure messaging through the eHealth Portal.

s. Do you collect laboratory specimens on-site at your clinics?

Yes. Marathon Health clinicians can perform certain CLIA-waived tests at our onsite health centers, included in our fixed fee pricing, at no additional cost to the customer. These tests include (but are not limited to):

- Cholesterol (including LDL, HDL, total cholesterol, triglycerides and glucose)
- Blood Glucose
- Strep A
- Mononucleosis
- Urinalysis (including leukocytes, nitrite, urobilinogen, protein, pH, blood, specific
- gravity, ketone, bilirubin, glucose)
- Influenza Testing
- Hemoglobin A1C
- HCG (Pregnancy)
- Fecal Occult Blood

Testing availability can vary based upon state laws and regulations. All tests may not be able to be performed in every state. Additional tests and screenings can be provided based on the needs of the workforce.

For non-CLIA waived tests or ancillary lab work, Marathon Health has established relationships (and direct electronic interfaces in place, for immediate transmission of results to our EMR) with third-party service providers including LabCorp and Quest. All externally processed labs will be billed to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office at pass-through cost directly from the vendor.

t. What relationships do you have with laboratory vendors to pick up and process the specimens?

As noted above, Marathon Health has established relationships with third-party service providers including LabCorp and Quest for non-CLIA waived tests or ancillary lab work. Specimens are collected at the health center and processed by our laboratory vendor.

u. Is this vendor able to report the results directly into your electronic health record system? Please describe the arrangement and process in detail.

Yes. We have direct electronic lab interfaces in place with LabCorp and Quest that automatically load all lab results into the EMR.

All externally processed labs can be billed directly to the customer by the lab vendor, or billed to Marathon Health and invoiced back to the customer at direct pass-through cost (with no markups or incentives for Marathon Health) on a monthly basis.

v. What clinic quality assurance processes are in place?

Marathon Health has a formal quality assurance and review process designed to establish and define rules, as well as provide regular healthcare quality monitoring and measurement to ensure that all quality standards are being met.

Our Protocol and Policy Committee writes and reviews clinical protocols and guidelines for safe, efficient, and effective standards of care. Additionally, our Quality Assurance Committee reviews current Marathon Health quality assurance measures, reviews summary of clinical Occurrence Reports, clinical key performance indicators, and Triple Aim measures, and creates and implements quality care plans. The committee learns of gaps with quality care (gaps in care analysis is built real-time into our EMR system) and implements processes through the Clinical Services Leadership Team, training department, and other committees to ensure high quality healthcare is provided at all health centers.

Please refer to **Exhibit 8: Quality Assurance and Review Process** for a detailed overview of Marathon Health's Quality Assurance Programs, including credentialing requirements, clinical guidelines and decision support, clinical committees and quality review processes.

w. Do you submit claims to the Health Plan as required?

Marathon Health will submit zero dollar claims to the health plan, but we don't act as a claims adjudicator.

x. Do you publish fees to members (EOB) for various services including sick/diagnostic visit, wellness/preventive visits, etc.?

No. Marathon Health is not a fee-for-service organization and we do not bill insurance for services. We can show the redirected care savings and the member savings in our reporting metrics.

y. How often does a physician audit the clinical staff notes and treatment plans?

Each month, your onsite physician will review a portion of the provider's medical notes. The physician utilizes a specific evaluation tool (assessing documentation, coding habits and use of evidenced-based care guidelines) created specifically to assure that the chart audit is comprehensive and includes all of the components of evaluation that are deemed important and necessary.

Additionally, Marathon Health has an internal chart audit team that remotely performs chart audits on each member of the clinical team. These audits are performed within six months of hire and are then completed periodically with the frequency dependent on the results of the audit.

Onsite audits of all aspects of the health center / clinical operations are performed annually.

z. What records would belong to the client upon contract termination?

Marathon Health conforms to CFR 164.502 of the HIPAA privacy rule. As such Marathon Health may not use or disclose protected health information (PHI), except as permitted within these regulations. All records belong to the employee themselves, and under HIPAA regulations we maintain them for up to seven years. Upon event of expiration or termination of the agreement, we would provide the records to the next provider. Marathon Health's privacy policy documents the ways we may use and disclose protected health information.

aa. Are your clinics led by physicians or nurse practitioners? Why? If you use both, how do you orchestrate the hours for each?

We utilize both physicians and mid-level providers (i.e. Nurse Practitioners, Physician Assistants) at our health centers. Recruiting the right provider to meet the needs, goals and specific scope of services for your health center is amongst the most important components of the implementation process. The recommended staffing model and work hours is determined by the client's eligible member population and requested clinical scope of services; mining of claims data and HRA/biometric screening data to create a panel of the client's high-risk population; and through our assumptions (based on previous experience) of the percentage of anticipated eligible employee utilization rates by this high-risk population and the employee population as a whole.

bb. Do your clinics use Medical Assistants or clerical staff to help run the clinic? If so, in what ratios and what is the rationale?

Yes, Marathon Health utilizes both Medical Assistants (MA) and Practice Support Specialists / Receptionists (PSS) at our health centers. The ratio we use is typically one MA per provider and one receptionist for every two providers. Utilizing Medical Assistants and Practice Support Specialists helps to limit the amount of administrative time required by providers, allowing them the crucial time needed by our model to provide health coaching and help patients to become active, engaged participants in their own healthcare transformations.

cc. How do you identify and engage high-risk individuals in the population?

Marathon Health utilizes our care model, technology, communications and Collaborative Care teams to provide a multi-stage approach to identifying and mitigate risk for your members.

This includes assessing and risk stratifying your entire member population, prioritizing outreach to those patients who are most at-risk or have pre-existing chronic conditions (we have proprietary workflows for chronic

conditions including hypertension, asthma, diabetes, coronary artery disease (CAD), chronic heart failure (CHF), chronic obstructive pulmonary disease (COPD), musculoskeletal conditions, and more. Finally, we enroll these members in our Chronic Condition Management programs and provide them with the health coaching, guidance and tools to take control of their own healthcare and help them to get to the standard of care for their conditions. In turn, this helps our clients to redirect care to the worksite health center, reducing expensive claims costs from hospital visits and urgent care.

Step 1: Risk Identification & Stratification

Marathon Health's chronic disease management program begins with the identification of individuals with high-risk health conditions. We risk stratify the population using claims, biometric screening, and Health History and Risk Assessment data. The population is stratified by three risk levels: high, medium, and low. The thresholds for these risk levels are based on algorithms outlined in ATP IV, JNC8, and the ADA. As part of the initial stratification, we track how many individuals outside normal range have made progress on key measures of health status such as blood pressure, lipids, body-mass index, blood sugar, tobacco and alcohol use, and stress. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD). We use a proprietary
100-point risk quantification methodology to stratify the population and provide the participant with a "Wellness Scorecard."

Step 2: Proactive Outreach / Patient Lists

One of our market differentiators is the creation of patient lists and tasking functionality through our proprietary technology platform. Patient lists are automatically populated once any of a number of different data sets are completed (including HRAs, questionnaires, biometrics and other screenings, and claims data), and are used to ensure that medium-to-high risk participants are contacted. Marathon Health's outreach protocol includes two phone calls, automated secure messaging, and a mailing to the participant's home. Though outreach is prioritized based upon risk severity, our clinicians engage with all participants, including low-risk members.

The Marathon Health technology platform offers a unique tracking system allowing our clinicians to track each contact made, how many attempts at contact, and other functions. Participation and results data from preventive care campaigns is available online at all times to the provider. For employees who do not participate in mass biometric screenings or complete an HRA, Marathon Health will attempt to engage by telephone, send additional collateral such as a Welcome Packet, health education material, targeted health content, and secure e-mail messages. Furthermore, we recommend that the employer schedule an introductory "town hall" meeting where employees can meet the Marathon Health clinician(s), ask questions, and learn about the program and what it has to offer.

Step 3: Chronic Condition Management Program Enrollment & Engagement

Once the patient is reached for initial enrollment in one of Marathon Health's Chronic Condition Management programs, appointments are scheduled for a face-to-face follow-up, intervention and monthly, ongoing health coaching. All individuals who are deemed as high risk will receive at least two phone calls

inviting them to participate in Marathon Health's coaching program. Additionally, members are sent educational literature pertinent to their risks, as well as assigned tasks (readings, questionnaires, etc.) that can be answered online via the eHealth Portal.

Participants in Marathon Health's Disease Management program receive:

- Customized management options developed for the employee's specific condition.
- Detailed, evidence-based consumer health information about symptoms, self-care options, medications and lifestyle affects.
- Disease-specific management protocols documented in the EMR.
- Continual medical supervision and support from the Marathon Health clinician / coach.
- Support for adherence to national treatment guidelines established for a specific condition.
- Identification of gaps in of care for the particular condition.
- Fewer complications, missed workdays and emergency room visits that result from chronic conditions.
- The ability to become experts in effectively managing their illness.

Step 4: Patient Outcomes and Reporting

Through our disease management programs, we target and typically deliver greater than a 75% engagement rate, which is more than four times that of most telephonic programs. We work closely with our clients to develop a program that drives high member participation and satisfaction supported by face-to-face health coaching, a robust technology platform, customized communications materials, and incentives as agreed upon by Marathon Health and the customer organization. Patients receive reports on their progress via their "Wellness Scorecard" (which can be accessed online at any time via our eHealth Portal), and customer will receive monthly and year-over-year reporting on levels of engagement in the disease management programs, as well as data on the resulting cost savings and ROI.
Patients with chronic conditions can make up as much as 70% of an organization's total healthcare claims spend. The chart below shows how the difference in claims costs for patients who utilize our clinics vs. those who do not, by condition.

dd. How is clinic appointment handled?

Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's members can make appointments by telephone, in person at the health center, or by scheduling appointments online (24/7, via either the eHealth Portal or our mobile app).

ee. Can you provide online appointment schedulers? Can you provide an app for appointment scheduling? Telephone scheduling?

Yes, the online appointment scheduling system is a core component of our eHealth Portal solution. Since our scheduling system is available both online and through our native mobile app, patients can easily book appointments, see next available appointments or their preferred appointment time availability, and communicate with clinic staff.

All eligible members over the age of 18 can schedule appointments online via their Personal Health Record on the eHealth Portal (via any desktop or mobile device) or through the mobile app. The Portal includes step-by-step instructions for scheduling appointments to help patients through the process. Patients can select from any available appointment time based on date, provider choice, appointment type, and clinic location.

Patients can also always schedule an appointment by telephone or in person at the health center.

ff. What is your typical wait time to make an appointment?

There is never a wait time to schedule appointments online. As for in-person appointment scheduling (or by telephone), while we encourage individuals to schedule appointments in advance, the scheduling system accommodates time for “walk in” visits and same-day appointments. Therefore, there should essentially be no wait time to make an appointment. Same day appointments are also built into the scheduling tools and the volume of same day appointments are tracked very closely.

gg. Are reminders provided for appointments (Email? Call? Text?)

Yes. Once the patient has scheduled the appointment, they will immediately receive an email confirmation, as well as either a secure email message or an SMS text message reminder (as preferred by the patient and noted in our system) the day before the appointment.

hh. What is your availability with same day appointments?

We encourage individuals to schedule appointments in advance, but the scheduling system accommodates time for "walk in" visits and same-day appointments. Walk-ins are seen if an opening is available at that time, otherwise they will be scheduled for an appointment at a future date, to ensure that there is no impact on the wait time for patients with appointments scheduled.

Typical wait times for both scheduled appointments and walk-ins are less than five minutes, with the majority of patients seen immediately upon entering the health center.

ii. At what threshold do you consider adding additional clinical staff?

Based on engagement estimates, combined with an optimal staffing ratio of 1,500 visits per clinician per year (or 12-15 provider visits per day per clinician), we are able to determine a recommend staffing model. The account manager will review data monthly with the client to analyze clinic utilization rates. In the event that additional health center staff (or an increase in hours for existing staff) is deemed necessary, the account manager would evaluate the situation, develop an updated staffing plan and provide a Statement of Work to reflect any changes to the contracted staffing levels.

jj. How do you calculate how many lead clinician hours your need in your clinic?

As noted in the previous response, Marathon Health uses a productivity target of 12-15 patient visits per clinician, per day. We assume a utilization of approximately 2.5 visits per year by members without chronic health conditions and 4.5 per year for those with high risk and/or chronic conditions. While our model is based on quality care, not quantity care, we also expect a 3,000 patient visit-per-year capacity per providers (12 patients/day x 250 clinic days). We will monitor utilization rates carefully, with your Account Manager providing reporting on a monthly and annual basis, and staffing changes can be made when necessary.

kk. How long are your typical initial and established office visits? Why?

Marathon Health utilizes a holistic, personalized care model that is value based, not volume based. While appointment times vary based on type (for example, a simple blood draw for a lab visit make take 10 minutes, whereas a Comprehensive Health Review (CHR) can take up to 45 minutes), our standard appointment lengths are 20-30 minutes.

Our philosophy is to slow down the care process, allowing clinicians to take the time they need to treat the whole person, not just a list of symptoms. Whether we are seeing someone for a sore throat, seasonal allergies, or smoking cessation, we approach each person holistically (recognizing that all aspects of life – physical, emotional, and financial – come together to influence health habits and lifestyles), and use every encounter as an opportunity for health coaching.

ll. Are there documented improvements in care and/or cost that result from your approach?

Yes. This model of care has proven its value over the past 14 years through high patient satisfaction rates (currently 98%) and health center utilization (58% across our book of business), as well as improvements in overall health of both the high-risk (approximately 60% making progress on their conditions, with 58% of diabetic patients and 55% of asthmatic patients at the standard of care for their conditions) and general member population, resulting in redirected claims costs and an average 2-3:1 hard dollar ROI for our customers. We are also the nation's leading onsite health company as awarded by KLAS. https://www.prnewswire.com/news-releases/marathon-health-ranked-1-worksite-healthcare-services-provider-300997034.html

mm. How are service problems managed and who is involved with resolving them?

Once a patient contacts Marathon Health at our corporate office or at the clinic, immediate action is taken to resolve the complaint. The complaint is investigated by gathering information and conducting research to understand and document the issue. The issue may be handled over the phone or in person at the clinic. All complaints received by Marathon Health are treated as legitimate and worthy of a response regardless of whether they relate to an individual staff member, to the treatment received, or to any number of issues related to the employee's interaction with Marathon Health. Typically, complaints received via email or phone are responded to within 24 hours. If a complaint is not resolved, it becomes a grievance and is forwarded to the Grievance Committee. The goal is to respond to a written complaint within 14 days and resolve within 30 days.

nn. What data do you gather and provide to your clinical teams to monitor performance and encourage continuous quality improvement?

Our Quality Assurance Committee reviews quality assurance measures, clinical Occurrence Reports, clinical key performance indicators, and Triple Aim measures to create and implement quality care plans. The committee identifies gaps in care and implements processes to ensure the highest quality healthcare is provided across all health centers.

Please refer to **Exhibit 8: Quality Assurance and Review Process** for further details on our quality assurance policies, protocols and committees. Additionally, your Account Manager will review the Clinical Activity and Trends (CAT) Report with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's project leadership team and our clinicians so that we can assess advantageous changes together. The report is provided every month and includes data on utilization, engagement, outcomes, cost savings and aggregate, de-identified diagnoses and more. We also run appointment data to look at utilization of appointments by day of the week and even hour of the day to help determine optimal coverage for your employees. It is important to us that we do not wait until the end of the year, or even the end of a quarter to review this type of information.

3. **Population Health Management**

a. What are your organization's capacity to administer on-site biometric screenings at the clinic?

Yes. While we can administer biometric screenings on a individual basis at the health center, It is our strong recommendation that Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office complete the biometric screenings in a compressed time frame in order to minimize disruption to the daily operations of the health centers and provide the fastest transmission of biometric screening data for outreach and reporting purposes. Overflow screens occurring outside of the screening event can be handled using the onsite health centers.

Marathon Health recommends holding an annual mass biometric screening event, which could occur at the health center or at another preferred location in Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. Our standard process for managing biometric screening is to utilize our third-party partner, but we are happy to work with any vendor or local provider resource of your choosing, if preferred. Costs for biometric screening events would be billed directly to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office by the vendor, or from Marathon Health at direct, pass-through cost (typically $50-60 per participant) in your next monthly bill, with no mark-up or incentives for Marathon Health.

Standard biometric screening services include blood pressure, weight, BMI, body fat percentage, full lipid panel, and fasting glucose levels. We recommend using the finger stick method for testing but can also offer venipuncture. In utilizing the finger stick method, biometric results are available within five minutes, the results of the testing are discussed during a "teachable moment" immediately following the screening when all data and results from the biometric screening is reported back to the patient. Results are also available to participants through their Personal Health Record immediately following the event.

Data from the biometric screening also auto populates in the EMR, where members are risk stratified, and patient lists identifying medium and high-risk patients are created. Proactive outreach (by telephone, secure email or in-person visits) to at-risk members is then performed by the clinical staff. Participation and results data from preventive care campaigns is available online at all times to the provider. Mass screening results are presented to the employer in the form of a Population Stratification Report.

b. What are your organization's health coaching capabilities to assist employees in reducing risk and improving health?

Marathon Health believes every visit, every patient touch, is an opportunity for health coaching. Health coaching includes getting patients involved with their own health care, enrolling patients with chronic conditions in Marathon Health's disease management programs, and making evidence based referrals as appropriate. Our total population health management approach allows us to identify risk and develop intervention strategies based on the unique needs of each employee. We use each visit as a teachable moment, giving the patient the guidance, support and tools they need to take control of

their own health and make healthier lifestyle choices. This results in increased health center utilization and patient satisfaction, as well as improvements in overall health and wellness of both the high-risk and general employee member population.

We provide health coaching for risk factors such as obesity, high cholesterol, hypertension, diabetes, stress, tobacco cessation, etc. At the core of our coaching model is our focus on patient / provider trust and behavioral change utilizing Motivational Interview techniques, rapid cycle action plans, and recognition of the participants “readiness to change” based on the Prochaska Model, widely considered the predominant model of health behavior change.

By customizing the coaching program to each of the distinct readiness phases, we are able to achieve superior rates of employee engagement, compliance, and completion of coaching programs. The improvements achieved through health coaching translate to reductions in risk prevalence and the total cost of the health risks. The success of this approach is measured by the 70% engagement rate of the individuals we target for health intervention and the results we achieve in reducing health risks.

All Marathon Health providers (including physicians, nurse practitioners, physician assistants, nurses, medical assistants, behavioral health counselors, physical therapists, registered dietitians, etc.) are trained in patient engagement and health coaching. This training includes motivational interviewing, readiness to change, small step rapid cycle improvement, mindfulness and appreciative inquiry. Our EMR and patient-facing PHR are specifically designed to provide the tools, support, tracking and data to support provider and patient alike. All of Escambia County, The City of Pensacola, and The Escambia County Sherriff’s Office’s eligible members can participate in our health coaching/lifestyle management programming, with all costs included in our fixed fee pricing.

c. Is health coaching available on-site, telephonically, and/or online?

YES. A key part of Marathon Health’s model of care is that we integrate health coaching into every patient visit, and can provide outbound telephonic and video coaching (which has been our key methods of coaching during the COVID-19 pandemic, and it is very successful), in addition to face-to-face health coaching.

d. Do you provide lifestyle management/coaching through your clinics? Is it telephonic or face-to-face or web-based? What are the results?

Yes. A key component of our total population health and wellness model is our unique and proven health coaching and lifestyle management methodology, which can be provided face-to-face or virtually, via telephone or video. Marathon Health provides lifestyle management for risk factors such as obesity, high cholesterol, hypertension, diabetes, stress, and tobacco cessation. At the core of our coaching model is our focus on patient/provider trust and behavioral change utilizing Motivational Interview techniques, rapid cycle action plans, and recognition of the participants “readiness to change” based on the Prochaska Model, widely considered the predominant model of health behavior change.

By customizing the coaching program to each of the distinct readiness phases, we are able to achieve superior rates of employee engagement, compliance, and completion of coaching programs. The improvements achieved through health coaching translate to reductions in risk prevalence and the total cost of the health risks.

The success of this approach is measured by the ***70%+ engagement rate of the individuals we target for health intervention*** and the results we achieve in reducing health risks (with approximately 60% of at-risk patients across our book of business making progress on their conditions, with 58% of diabetic patients and 55% of asthmatic patients [two of the most costly and prevalent chronic conditions for many organizations]at the standard of care for their conditions.

Additionally, through our online eHealth Portal, your members will have 24/7 access to a number of wellness workshops and tools on such topics as smoking cessation, arthritis, asthma, COPD, diabetes, stress, hypertension, life balance and more. Marathon Health also provides educational handouts on 39 health topics including high blood pressure, high cholesterol, and diet/nutrition so your employee population will always have access to education materials.

e. What are the credentials/levels of experience of your health coaches? (Note: If experience varies based on topic or on-site vs. telephonic, please differentiate)

Minimum credentials/requirements for our health coaches include the following:

- Must be licensed in their specialty within the state which they work (typically RN or RD)
- Certified in basic life support
- Knowledge and experience in health risk assessments, lifestyle risk reduction, disease management, and health promotion is recommended.

In addition to these requirements for dedicated health coaches, all of our providers are trained in patient engagement and health coaching. This training includes motivational interviewing, readiness to change, small step rapid cycle improvement, mindfulness and appreciative inquiry.

Coaching skills are essential to all services at Marathon Health, and we are committed to having the best coaches to serve your clients with excellence. Marathon Health is an approved provider of internal continuing education (CE) credits through ICHWC for National Board Certified Health and Wellness Coaches. All of our clinical staff (including practice support specialists and medical assistants, unique in our industry) are trained in motivational interviewing and health coaching, and ongoing training is provided to your clinicians throughout the year, involving personal, professional, and clinical development. We directly support the educational needs of your clinical team members and encourage health coaches and providers to obtain national certification for their own growth and skill development. Also, our electronic medical record and patient-facing patient

health record are specifically designed to provide the tools, support, tracking and data to support provider and patient alike.

All clinical staff are provided with a personal budget to be applied towards continuing medical education (CME) courses. In addition, Marathon Health's Motivational Interviewing (MI) Course for Providers and Health Coaches is eligible for 10 CE credits to any ICHWC board certified coaches as well as is an internal approved provider by the American Academy of Family Physicians (AAFP) for 16 CME credits for our monthly clinical education calls and quarterly Grand Rounds sessions.

Marathon Health believes every visit, every patient touch, is an opportunity for health coaching. Health coaching includes getting patients involved with their own health care, enrolling patients with chronic conditions in Marathon Health's disease management programs, and making evidence based referrals as appropriate. We believe our philosophy, care model, system and tools allow us to achieve the excellent engagement and efficacy rates we have achieved for our customers.

f. Can your organization provide chronic disease management services including patient education and coaching regarding complications, medications, nutrition therapy, hypertension and preventative care?

Yes. All members who meet identified risk thresholds are eligible for enrollment in one or more of our Chronic Condition Management programs. For Marathon Health, chronic condition management is not a separate product or service. Rather, it is a core component of the service we provide and the competency of our clinicians.

Marathon Health's chronic disease management program begins with the identification of individuals with high-risk health conditions. We risk stratify the population using claims, biometric screening, and Health History and Risk Assessment data. The population is stratified by three risk levels: high, medium, and low. The thresholds for these risk levels are based on algorithms outlined in ATP IV, JNC8, and the ADA. As part of the initial stratification, we track how many individuals outside normal range have made progress on key measures of health status such as blood pressure, lipids, body-mass index, blood sugar, tobacco and alcohol use, and stress. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD). We use a proprietary 100-point risk quantification methodology to stratify the population and provide the participant with a “Wellness Scorecard.”

Participants in Marathon Health's Disease Management program receive:

- Customized management options developed for the employee's specific condition.
- Detailed, evidence-based consumer health information about symptoms, self-care options, medications and lifestyle affects.
- Disease-specific management protocols documented in the EMR
- Continual medical supervision and support from the Marathon Health clinician / coach.
- Support for adherence to national treatment guidelines established for their specific condition.

- Identification of gaps in of care for the particular condition
- Fewer complications, missed workdays and emergency room visits that result from chronic conditions.
- The ability to become experts in effectively managing their illness.

g. What are your organization's capabilities for proactive outreach of members with chronic conditions or flag issues related to medication utilization?

One of our market differentiators is the creation of patient lists and tasking functionality through our proprietary technology platform. Patient lists are automatically populated once any of a number of different data sets are completed (including HRAs, questionnaires, biometrics and other screenings, and claims data.

Marathon Health's outreach protocol includes two phone calls, automated secure messaging, and a mailing to the participant's home. Though outreach is prioritized based upon risk severity, our clinicians engage with all participants, including low-risk members. The Marathon Health technology platform offers a unique tracking system allowing our clinicians to track each contact made, how many attempts at contact, and other functions. Participation and results data from preventive care campaigns is available online at all times to the provider.

For employees who do not participate in mass biometric screenings or complete an HHRA, Marathon Health will attempt to engage by telephone, send additional collateral such as a Welcome Packet, health education material, targeted health content and secure e-mail messages. Furthermore, we recommend that the employer schedule an introductory "town hall" meeting where employees can meet the Marathon Health clinician(s), ask questions, and learn about the program and what it has to offer.

Additionally, Marathon Health has integrated an ePrescribing application within our EMR for electronic data entry of prescriptions and reported medications. Since the application is integrated with RxHub, Sure Scripts and most PBMs, the prescription entered by the clinician is electronically linked to the PBM ensuring full drug utilization review (DUR) checking for contraindications and allergies, and formulary compliance including maximizing use of generics.

The ePrescribe application with send "alerts" to the provider via the EMR on medication fulfillment, or lack thereof, which can greatly decrease the risk of patients with chronic diseases not complying with treatment protocols and ensuring they meet the standard of care for the conditions.

4. Experience starting a new clinic

a. Describe your approach to new a clinic, including managing the hiring of staff and promoting employee engagement.

Through years of experience, Marathon Health has developed key processes, materials, and project plan guides based on Lean Six Sigma principles that have yielded successful implementations of more than 200 health centers for private and public sector customers of all sizes, nationwide.

Our Implementation Director, Meghan MacDerment, will assign an implementation manager based on their expertise with clients in your industry and their geographical proximity. Our implementation / project managers have a maximum workload of two implementations at any one time.

For an overview of the entire implementation process, including lists of implementation responsibilities by both the Marathon Health and Escambia County project teams, please refer to **Exhibit 2: Facilities Welcome Packet**. You'll receive the latest version of this constantly-updated document from your designated Marathon Health Project Manager prior to your health center's implementation.

b. Please provide an optimal implementation timeline for implementing the clinic.

Please refer to **Exhibit 9: Escambia Sample Project Plan** for an outline of all key steps in our implementation process.

Please note that this timeline is only a sample. An actual project timeline will be developed after contract signing, and go-live dates are dependent on Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office and/or your vendors meeting key deliverable dates (i.e. contract signing, facility construction, etc.).

c. Please describe your process for transferring eligibility data from the client to the clinic (EMR).

Marathon Health has a standard eligibility flat file format that we will provide to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office during the implementation phase. We suggest an updated feed on a weekly or bi-weekly basis to accommodate terminations and new hires. Any member listed on Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's eligibility file will have access to the health center. This allows us to identify the patient as an eligible employee at the time of their visit, as well as the ability to analyze and report on metrics and outcomes specific to each individual organization.

d. Please describe typical challenges associated with starting a new clinic.

Some pre-"Go-Live" challenges associated with starting a new clinic include:

- **Facilities Timeline** – Occasionally, we face challenges with client space not being ready for the scheduled opening day, especially when there is a shortened implementation timeline and/or major construction being handled by an outside contractor.
- **Recruitment:** Depending on the implementation timeline – and particularly when working under a shortened timeline – sourcing, hiring and training staff can sometimes be a challenge. Location of the health center may also play a role in terms of being able to find appropriate candidates for the clinical staff positions.

Post-"Go-Live" challenges (as well as keys to health center success) include:

1) True Leadership Buy-In (Creating a Culture of Wellness in the Workplace)

If Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's leaders don't utilizing the health center themselves (or practice other wellness habits to improve their own health), it's likely their employees won't either. We find that our highest utilization success rates come at health centers where the organization's executive and senior management has shown strong support for the health center, and where the organization is truly dedicated to creating a "culture of health". This can include everything from pre-existing wellness or incentives programs, to providing healthy alternatives in vending machines and cafeterias, smoke-free campuses, or offering opportunities for group walks, meditation, or yoga classes during the lunch hour. An organizational culture dedicated to supporting and promoting the goal of a healthy workforce (i.e. healthy choices in vending machines and cafeteria, smoke-free campus, etc.), combined with frequent, high-quality communications practices and materials to reinforce this culture, will make an enormous impact on overall utilization.

We've also found our greatest success in situations where leadership "walks the talk" -- seeing leaders utilizing the onsite health center services and becoming an "evangelist" for your center often results in much higher rates of utilization by all of your members. Once the health center "goes-live", holding open house events (possibly inviting local media to cover it) and mentioning the health center at major member events and meetings are important ways to encourage utilization.

2) Provide Meaningful Incentives

Often times, it's just getting a stubborn patient to visit that health center for the first time, and then they're hooked! We've found the best way to achieve this (along with a strong communications campaign) is a meaningful incentives plan that encourages utilization of the health center. Incentives to get a patient in the door are typically a small price to pay when compared to the long-term costs of an escalating chronic disease, or exorbitant ER or urgent care claims.

Our recommendations for driving utilization include specific incentives tailored to the health goals and health risk profile of the organization. During year one, an incentive plan may encourage participation—for example completing the HHRA, biometric screening, and a Comprehensive Health Review. Year two goals may drive the achievement of health goals—for example increasing activity levels, lowering glucose levels, or decreasing BMI. Incentives that are closely tied to the benefit plan are key contributors to the success of an onsite health program. One program we developed in collaboration with an existing client allows their employees to "buy down" their deductible. The employee participates in a voluntary biometric screening and is provided with financial credit for any or all of five biometric variables for which they are in normal range.

Our incentive program has resulted in a 70+% average participation rate in screening across our book of business. We are also capable of integrating with other incentive programs. A major feature of our eHealth Portal is the ability to track, administer and report on a wide range of incentive programs and activities.

We believe that a meaningful incentive program should be coordinated with the benefit plan and drive participation levels and goal achievement metrics.

Determining incentive goals is a collaborative effort between the client organization, your broker or consultant, if appropriate, and Marathon Health. During our implementation phase, we will ask questions and probe issues relative to your membership, organizational culture, HR/benefits programs, available budget for incentives, member cost sharing practices, and compensation levels, to understand the culture and environment. Based on this review, we will provide recommendations for an effective incentive program.
In our experience, an organization can predict the following based on the set level of incentives:

- Weak incentives – 20%-40% participation
- Modest incentives –50%-70% participation
- Strong incentives – 90% participation

3) Keep Costs Low

One of the biggest reasons for an onsite / near-site health center to fail is if it costs your members more to visit the center than their local urgent care center. By making visits to the health center (as well as prescription medications) free (or as low-cost as possible) is a great way to reduce the barriers to utilization and encourage patients to use the health center rather than expensive emergency room or urgent care center visits.

Barriers to health center utilization and member engagement (in addition to not abiding to the success factors listed above) can include: inconvenient location of health centers, lack of screening data, and not having current contact information for outreach programs.

e. What assumptions for percentage of total eligible patient member utilization have you included in your cost proposal for Years 1 – 5?

Based on our understanding of Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office's eligible member population.(and employers of similar size, geography, etc.), we are assuming the following member utilization rates for years 1 – 5:

Employees: Year 1: 40%; Year 2: 45%; Year 3-5: 50%
Dependents: Year 1: 15%;Year 2: 17%; Years 3-5: 20%

Estimated utilization varies based on whether the member is an employee or spouse / dependent and how far from the health center they are located.

f. We expect our organization to have growth of up to 10% over the life of this contract. Would there be an extra cost or change of scope if we were to add up to 10% additional eligible members to the contract?

There would be no extra cost for Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office. Under Marathon Health's fixed-fee pricing model, we guarantee service of up to 110% of the eligible member population with no additional cost, allowing for a number of new hires, dependents, etc. not on the original eligibility file to gain access the centers as well.

5. **Report/Data Samples**
   a. What reports can clients expect to receive? Attach samples of all reporting.

Marathon Health provides a comprehensive reporting package that includes monthly and annual reports showing:

- Participation levels
- Encounters
- Diagnoses
- Prescriptions written and medications dispensed
- Value of care delivered
- Members with chronic conditions at standard of care
- Members with health risk and/or pre-disease
- Members who have made progress toward health goals
- Excess cost associated with the risk profile
- Savings associated with change to risk profile
- Healthcare costs for engaged vs. non-engaged individuals

The following are just a few of the key standard reports that Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will receive on a monthly / annual / as-needed basis:

Population Stratification Report
Population health risk is identified through analysis of claims, biometric screenings, and HRA data. A population stratification report documents the results and provides a blueprint for action for clinic staff.

Please refer to **Exhibit 10: Sample Population Stratification Report.**

CAT Report
The Clinical Activity and Trends (CAT) report is your guide to the performance of your onsite health center(s) and your overall program of population health management (PHM). Each month, the report provides you with important information on who is accessing services and why, what percent of your population has been screened for health risks and/or chronic conditions (the "target population"), what percent of the target population is engaged with a member of the medical staff to reduce their risks, and the predicted savings from operations. Savings include the value of redirected care, risk mitigation, saved time away from work and enhanced productivity from a healthier workforce.

Please refer to **Exhibit 11: Sample CAT Report**.

Financial and Clinical Trends (FACT) Report
We provide our customers with a premium analytical and reporting package, including in-depth user vs. non-user cost comparisons through our proprietary Financial and Clinical Trends (FACT) Analytics engine. FACT connects the rich data in the Marathon Health EMR to carrier data, allowing for customized analysis of the downstream financial impact of our services. Standard reports examine cost trends by chronic condition, place of service and diagnostic category. All output is aggregate and de-identified. FACT is included in the Year End
Review as part of our fixed fee pricing.

Please refer to **Exhibit 12: Sample FACT Analytics.**

Year End Review

In addition, your Account Manager will provide face-to-face annual reviews of the health center's business, incorporating client-specific key performance metrics from the previous year, as well as a strategic plan for the upcoming year. A Year End Review analysis document, our comprehensive annual reporting package provides:

- Health center utilization rates
- Total Encounters (monthly, by member type)
- Patient outcomes
- Multi-year claims trends analysis
- Patient satisfaction reports
- Top risks and diagnoses
- High and chronic condition member participation and engagement
- Patient progress on key risk factors

Please refer to **Exhibit 13: Sample Year End Review**.

b. How often will your company provide such reporting and review it with the client?

Your Account Manager will provide and review the CAT report with Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office on a monthly basis. Additionally, they will provide face-to-face annual reviews to review accomplishments and challenges and develop a strategic plan for the coming year. Should more frequent reporting be needed, we can accommodate the frequency that best meets your needs.

c. Do you offer real-time, self-service reporting capabilities?

In order to safeguard our clients' financial information and the health information of their patient members, our systems do not allow for an online reporting dashboard. However, Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will be assigned a dedicated Business Intelligence (BI) Analyst who will be available as needed to generate any custom analytics and reporting regarding the financial status of the health center, aggregate reports on health conditions, and more. Since Marathon Health's proprietary EMR technology is built around Microsoft SQL, this provides you with nearly unlimited options for reporting.

d. Please demonstrate that your organization can merge clinical encounter data from the electronic medical record with carrier monthly claims and Rx data transfers, and then provide the employer with detailed monthly utilization, quality and cost dashboard reports to track the clinic's impact.

The Marathon Health data warehouse, which manages data input and output from multiple sources, is the repository for patient / member health information. This information includes data collected and documented through the care and coaching services at the clinic, such as: encounters, diagnosis, procedures, risk profiles, wellness scores, goals and treatment plans, insurance eligibility, claims data, and population stratification reports. The data warehouse can be expanded to handle other data needs for your

organization, such as data interfaces with regional health information exchanges and/or EMRs at an additional cost.

The warehouse can accept (import) data from multiple sources, including:

- Lab results
- HHRA data from Marathon Health or other HRA as mapped to our format
- Medical claims data, diagnosis, and procedures

The warehouse can push (export) data to other organizations including:

- HHRA information
- Biometric lab results
- ICD-10 and CPT4 codes

Standard exports from our data warehouse (including HHRA, biometric screening and encounter data) are included in our base services and included at no additional cost to our customers. If specified, lab results can also be included with the biometric screening data, with no additional cost. Incentive and wellness program participation data is typically sent as a standard report (as needed during incentive campaigns), also included in our fixed fee pricing.

e. What is your company's process to comply with HIPAA wellness nondiscrimination regulations?

For any health questionnaires that patients are incentivized to complete as part of a wellness program, the family history section of the questionnaire is turned off in order to be GINA compliant.

Our health centers operate in a paperless environment and we maintain all patient records in an electronic format fully compliant with the data and security requirements of HIPAA, ADA and state laws. Marathon Health has the necessary controls, policies, and procedures in place to ensure the confidentiality, integrity, and availability of its information systems containing electronic protected health information (ePHI).
We also implement security measures that reduce the risks to information systems containing ePHI to reasonable and appropriate levels.

f. What is your organization’s cost avoidance or value proposition, including your methodology for calculating cost avoidance? Include case studies, if available.

Marathon Health has standard guidelines for measuring ROI and program success. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and HRA data. We measure our success by measuring the change in the health status of the population. This is achieved by documenting how many individuals outside normal range have made progress on key measures of health risk such as blood pressure, lipids, body-mass index, blood sugar, and tobacco and alcohol use. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD, etc.).

Hard dollar measures of success include:

- The value of redirected primary/acute care delivered but not submitted as a claim
- The value of redirected occupational care delivered but not submitted as a claim (*optional)*
- Reduction in utilization of physician and hospital services
- Reduction in work loss days due to illness

Soft dollar measures of success include:

- Reduction of presenteeism
- Reduction in turnover rate
- Reduction in saved time away from work

Marathon Health uses client-specific utilization and unit cost data to estimate savings from redirected care and risk reduction. Verification of savings is confirmed by comparing the claims trend pre-go live to claims trend post go live, adjusting for medical trend and high cost claimants. Marathon Health guarantees claims savings as part of its contract.

For deidentified samples of actual client ROI reporting, please refer to **Exhibit 14: Sample ROI and Outcomes Reporting**. Additionally, please refer to **Exhibit 15: Escambia County School District Case Study** to learn about how we helped Escambia's school district to reduce their healthcare costs and achieve a 6.5:1 ROI.

g. How does your company demonstrate improvements in the health of participants in your program over time, both individually and population-wide? What metrics are tracked and how often are they presented to clients?

In addition to customer and patient satisfaction and return on investment, program effectiveness will be measured through our patient outcomes. Outcomes are tracked on three levels, utilizing data from the EMR collected from both patient visits and claims data integration:

- Patients who are deemed high-risk, but have made progress toward the standard of care.
- Patients who have made sufficient progress to be deemed no longer at-risk.
- Patients with chronic conditions, whether at standard of care or not.

We utilize the IHI's Triple Aim framework for patient outcomes that follows HEDIS guidelines for Standard of Care metrics, and require increasingly high levels of risk mitigation for patients who are at-risk. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and HRA data.

					Marathon Health Goals	
Target Population Patient Engagement	**Will achieve the following results**	**Participants at risk**	**Particpants engaged**	**% Engaged**	**Target**	**% Target**
High Risk Enrolled Employees	70% of at risk employees will be engaged	1405	1128	80%	70%	114%
High Risk Dependents	40% of at risk dependents will be engaged	1007	460	46%	40%	115%
					Marathon Health Goals	
Biometric Risk Factors	**Will achieve the following results**	**Participants Outside Normal Range**	**Participants with Progress or Normal**	**% of Participants Successful**	**Target**	**% Target**
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	389	254	65.30%	40.00%	163%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	257	181	70.43%	40.00%	176%
Glucose (> 100)	Reduce by 15% or below threshold	724	187	25.83%	15.00%	172%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	639	157	24.57%	15.00%	164%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	127	53	41.73%	15.00%	278%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	519	136	26.20%	15.00%	175%
Triglycerides (>= 200)	Reduce by 20% or below threshold	290	117	40.34%	15.00%	269%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	1924	219	11.38%	5.00%	228%
Smokers	Quit for at least 90 days	215	114	53.02%	5.00%	1060%
Chronic Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target**	**% Target**
Diabetics	Average Hemoglobin A1C < 7.5	419	210	50.10%	45.00%	111%
Diabetics	Standard of Care (5 out of 6) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal vaccine * Hepatitis B vaccine * Self Glucose Monitoring or A1c Exists	419	346	82.60%	75.00%	110%
Asthmatics	Standard of Care (5 out of 7) * Annual Influenza * Spirometry Result * Pneumococcal Vaccine * Use of Inhaled Corticosteroids * Medications Appropriate for Severity * Asthma Action Plan * Use of short acting bronchodilator	200	154	77.00%	75.00%	103%

We measure our success by measuring the change in the health status of the population. This is achieved by documenting how many individuals outside normal range have made progress on key measures of health risk such as blood pressure, lipids, body-mass index, blood sugar, and tobacco and alcohol use. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD, etc.).

Clinical outcomes progress is reported on monthly via the Clinical Activity Report (CAT) and annually in the Year End Review. Please refer to **Exhibit 11: Sample CAT Report** and **Exhibit 13: Sample Year End Review**.

Individuals can also track their own health over time via the eHealth Portal. Test results and health metrics are available immediately to participants through their Personal Health Record (PHR) via the online eHealth Portal, accessible 24/7 via any desktop or mobile device.

Additionally, Marathon Health offers our proprietary ***myHealth Report*** to help patients understand their health, and to share ideas on what they can do to improve. The myHealth Report draws from a patients' Health History and Risk Assessment and
Biometric Screening data to create a personalized report available to each patient.

The myHealth Report summarizes the objective data and provides a narrative explaining a patient's health status using everyday terminology to engage patients in a conversation about their health status, objectives and goals. We promote the myHealth Report to employees and dependents through the use of home-mailed postcards and e-mails.

Please refer to **Exhibit 16: Sample myHealth Report** for more information.

h. Are there extra costs for non-standard reporting? If so, what are they?

Marathon Health owns its proprietary EMR technology, our patient database uses Microsoft SQL for reporting, and we assign a Business Intelligence Analyst to every one of our customer accounts. These three factors provide us with tremendous capabilities and flexibility in producing a nearly unlimited range of standard and customized reporting.

Our fixed fee includes up to 20 hours of custom reporting per year. Additional customer reporting exceeding these 20 hours is available at the rate of $150/hr. plus any materials. On average, the timeframe for custom reporting is 1-2 weeks, but may vary based on the type of report.

i. What entities can you integrate data with?

There are very few limitations in terms of integration. Marathon Health currently integrates electronically with a large number of healthcare vendors, with inbound and outbound electronic interfaces in place for the automatic exchange of encounter data, claims data, HRA and biometrics, and incentives data captured by our EMR (including all CPT and ICD-10 codes for services rendered). Please note that we have existing interfaces in place for all major health plans. Additionally, Marathon Health can build any necessary electronic interfaces needed for integration with your other healthcare vendors, with all interface design / build costs included in our fixed fee pricing.

The Marathon Health approach toward integration and coordination of other health resources is based on the concept that the clinic is the “hub” for all health-related services. The services integration is based on the ability to exchange data with health plans, Pharmacy Benefit Managers (PBM), EAPs, disability management and RTW teams, wellness coordinators and all outside, network providers. Our integrated PHR/EMR provides a platform to coordinate care and share health information, subject to patient consent. The use of our technology and knowledge of all providers in the system improves the coordination of care and eliminates fragmentation in delivery. Here are just a few examples:

j. Can your organization file zero dollar claims with our TPA?

Yes. Marathon Health can file zero dollar claims with Escambia County, The City of Pensacola, and The Escambia County Sherriff’s Office’s TPA.

Can you provide samples of all program forms and communication materials?

Please refer to **Exhibit 17: Marathon Health Communication Materials** for a few examples of the communications collateral we use to help optimize member utilization of the onsite health center.

Marathon Health’s Communications Strategy

A successful onsite health initiative begins with a thoughtful and well-timed communication strategy that encourages participation in health risk assessments, biometric screenings and ongoing health education and health promotion programs, as well as utilization of the clinic for primary care and preventive services. We work with your Human Resources and Communications departments to perform a communications and culture audit to understand your requirements and expectations about employee communication.

Initial / Go-Live Communications

Marathon Health provides a turn-key, customized multimedia communication strategy that will drive engagement and utilization of your health center. We will introduce the health center to your existing members using 14 communication touchpoints during the initial implementation process, including a welcome package that consists of an introductory letter, program brochure, and site posters, as well as a program overview presentation, web pages, emails, and flyers. New employees will receive communications material about the health center that can be included in new member orientation packages or training sessions.

Ongoing Communications

Ongoing communications include our proprietary **myHealth Report** to help patients understand their health, and to share ideas on what they can do to improve. The myHealth Report draws from a patient's Health History and Risk Assessment and Biometric Screening data to create a personalized report available to each patient. The myHealth Report summarizes the objective clinical data and provides a narrative explaining a patient's health status using everyday terminology to engage patients in a conversation about their health status, objectives and goals.

Additionally, we provide home mailings every three months (or as determined in collaboration with each of our customers) to remind members of available onsite health center services, including health coaching. We have pre-printed, co-branded, and template member communication materials available, and we will customize materials to include the program name, messaging and program brand or logo. We also promote the myHealth Report to employees and dependents through the use of home-mailed postcards and brochures, as well as e-mails.

Additionally, we also provide the following tools and support:

- In-person, phone and mail outreach to at-risk participants
- Health fairs and Open House events
- Lunch and Learns
- Group workshop promotions
- Health awareness topics on eHealth Portal Homepage
- Posters, flyers, digital board signage

Patient and Customer Satisfaction

Patient Satisfaction

Marathon Health actively seeks feedback from member patients. We employ an automated methodology to collect point of service feedback, which is used to ensure continuous improvement in our health centers. Our Patient Experience Survey (PES) is a brief, 5-6 question survey that is sent securely and electronically to patients following their visit, in order to gauge patient satisfaction at the time of care.

Currently, more that 95% of Marathon Health patients across our book of business list themselves as satisfied or very satisfied with our services. Patient satisfaction results will be provided annually in the Year End Report your account manager will present to and review with your team.

We will work with Escambia to determine how often you want these surveys sent to members who utilize the health center on a more regular basis. Additionally, we will report back to you regularly on the feedback that we receive, as well as what we are doing to improve based on the recommendations we receive.

Please refer to Exhibit 18: Patient Experience Survey for a sample of our survey.

CUSTOMER SATISFACTION

Marathon Health has implemented various methods of measuring employer/client satisfaction, including annual satisfaction surveys and account management meetings. We communicate with the client leadership team throughout the implementation process and on an ongoing basis to ensure the Marathon Health program and staff exceed all expectations and objectives. Methods of communication include face-to-face meetings, phone conversations with appropriate team members, e-mail and paper correspondence as required. In 2018, 98% of our customers reported that they would highly recommend Marathon Health to another organization.

Additionally, Marathon Health offers a pay-for-performance option in our compensation and we offer our clients service guarantees tied to administrative and clinical performance. We place a portion of our total base fees at risk directly tied to measurable health outcomes, employee satisfaction metrics, employer satisfaction metrics, and/or account management metrics.

Please refer to **Exhibit 19: Annual Customer Survey** for a sample of our client satisfaction document.

Health Screenings

Health Risk Assessments

Marathon Health uses a proprietary Health History and Risk Assessment (HHRA) tool that is available online. The data collected through the HHRA automatically populates the participant's Personal Health Record in the eHealth Portal. The HHRA collects and documents information on current symptoms and conditions, mental health and emotional well-being, personal self-care, immunizations, allergies, medications, surgeries and tests, and health history.

Risk factors identified in our HHRA include:

No.	Health Factor	Risk Threshold
1	Blood pressure	140/90 mmHg or more
2	Tobacco use	Present
3	Alcohol use	Positive Audit C or CAGE score
4	Fasting serum glucose	126 mg/dl or more
5	Cholesterol	240 mg/dl or more
6	Low density lipoprotein	190 mg/dl or more
7	High density lipoprotein	35 mg/dl or less
8	Body mass index (BMI)	30 or greater
9	Presence of high risk medical condition	Cancer, heart disease, diabetes, stroke
10	Stress	Stress level is high per HHRA
11	Ability to cope	Inability to cope per HHRA
12	Number of days of exercise per week	None
13	Safety belt use	Does not wear safety belt
14	Perception of health	Poor
15	Satisfaction with life	In general, not satisfied
16	Satisfaction with job	In general, not satisfied
17	Work days missed due to illness	5 or more
18	Amount of sleep	Less than 7 hours per night, on average
19	Family history of disease	Present
20	Flags	Flags for depression, heart attack

For patients who are unable to complete the online HHRA, we offer a Marathon Health Questionnaire (MHQ) which is available both online (via the PHR or at onsite kiosks) and offline, in hard copy paper format. The MHQ covers the 20 risk factors identified in the HHRA. For hard copy versions of the MHQ, your Medical Assistant will enter the results into the patient's record and shred the document. The HHRA and MHQ are both included in Marathon Health's fixed fee pricing, at no additional cost to our customers.

For a sample of the paper copy of our HRA, please refer to **Exhibit 20: Sample Marathon Health Questionnaire**.

Biometric Screenings
Marathon Health recommends holding an annual mass biometric screening event to facilitate the rapid collection and stratification of member biometric data which we utilize to inform our proactive outreach, drive utilization among "at-risk" members and rapidly engage members in the risk mitigation and risk management process.
While Marathon Health does have the capability to provide all biometric screenings at the onsite health center, our standard process for managing biometric screening is to utilize a third-party partner to facilitate the screenings (with any overflow screens occurring outside of the screening event to be handled using the onsite health center).

The use of a third party minimizes disruption of the health center operations and provides for the rapid collection and analysis of member risk, which will serve the interests of the patient and the customer better. Additionally, your organization is welcome to request a third-party vendor (i.e. health plan, local provider, etc.) for biometric collection, and all costs would be invoiced on a pass-through basis with no mark-ups or incentives for Marathon Health whatsoever. We look forward to discussing these options with you.

Standard biometric screening services include blood pressure, weight, BMI, body fat percentage, full lipid panel, and fasting glucose levels. We recommend using the finger stick method for testing but can also offer venipuncture. In utilizing the finger stick method, biometric results are available within five minutes and the results of the testing are discussed during a "teachable moment" immediately following the screening, and all data and results from the biometric screening is reported back to the patient.

Data from the biometric screening also auto populates in the EMR, where members are risk stratified, and patient lists identifying medium and high-risk patients are created. Proactive outreach (by telephone, secure email or in-person visits) to at-risk members is then performed by the clinical staff.

Participation and results data from preventive care campaigns is available online at all times to the provider. Mass screening results are presented to the employer in the form of a Population Stratification Report. Overflow screens occurring outside of the screening event can be handled using the onsite health centers.

Additional Screenings
Marathon Health can also provide a variety of additional screenings, such as: Skin Cancer, Hypertension, Vision, Hearing and others, as requested by the customer.

Health & Wellness Promotion and Education

Marathon Health's roots are in preventive care, and as such, we offer comprehensive health and wellness programming. Using our online eHealth Portal, your members will have 24/7

access (via any desktop or mobile device) to evidence-based online health and wellness education tools, as well as a variety of online "Wellness Workshops" on topics such as smoking cessation, arthritis, asthma, COPD, diabetes, stress, hypertension, life balance and more. These online tools and workshops utilize a point system that can be integrated with existing or new incentive programs / offerings.

Additionally, Marathon Health produces an annual Health Promotion Catalog which includes group and online educational and support programs, lunch and learn sessions, weekly challenges, etc. Health topics covered by our wellness programming include: Weight Loss / Exercise; Tobacco Cessation; Arthritis; Stress management; Influenza; Cancer Awareness and Prevention; Low Back Pain; Heart Health; Metabolic Syndrome; Diabetes; High blood pressure; Sleep hygiene; Healthy eating; Asthma; Cholesterol; Allergies; Financial Wellness; Emergency Preparedness; Time Management; Living Green; etc.

Programs developed for the catalog are turnkey (including announcement email copy, flyers and promotional collateral, presentation materials and training and evaluation forms), allowing your clinical team to easily promote and present the information. The catalog is updated annually by a team of health professionals with backgrounds in clinical care, health education, disease prevention, fitness and nutrition. Programs developed for the catalog are turnkey, allowing your clinical team to easily promote and present the information. Our health promotions team, clinical team and your account manager will work with you to develop a calendar of offerings based upon a review of member population risk factors and overall goals.

In addition, our clinicians provide patients with a number of available Health Educational hand-out flyers at the health center, and patients can find health and wellness tips by accessing our searchable, evidence-based consumer health information library, embedded in our eHealth Portal, available 24/7 to all members

Please refer to Exhibit 21: 2020 Health Promotion Catalog for more information on the patient programs, classes and other educational materials we currently offer. For example of our hard-copy handouts, please refer to Exhibit 22: Health Education Handout Samples.

3-5 ORGANIZATION PROFILE

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company.

Company Name:
Marathon Health, LLC

Parent Company:
General Atlantic

Marathon Health Company Headquarters Address:
20 Winooski Falls Way, Suite 400
Winooski, VT 05404

OurHealth Company Headquarters Address:
10 West Market Street, Suite 2900
Indianapolis, IN 46204

Key Contact Name Title:
Jeff Shea (Executive Vice President, Sales)

Telephone:
(615) 591-0198

E-Mail:
jshea@marathon-health.com

Marathon Health Organizational Profile:

Marathon Health is a privately-held limited liability company, founded in 2005. Our corporate headquarters is located in Winooski, VT and we have regional staff (currently we employ more than 1,000 "Ambassadors") across the country that are geographically aligned with our customers. In addition to our headquarters, we have regional Account Management, Project Management and Sales leaders located across the United States, including:

- Kansas City, KS
- Denver / Loveland, CO
- Charlotte, NC
- Chicago, IL
- Nashville / Kingsport / Chattanooga, TN
- Philadelphia / Erie, PA
- Cincinnati, OH
- Tampa / Pensacola, FL
- Wilmington, DE
- Salt Lake City, UT

- Dallas / San Antonio, TX
- Parchment, MI
- Minneapolis, MN
- Los Angeles, CA

As April 2020, we have provided onsite and near-site health center services (including primary/acute care, chronic condition management, health coaching, occupational health/Worker's Comp, behavioral / mental health counseling, physical therapy, registered dietitian services, virtual healthcare, and more) for over 15 years. We currently manage 178 health centers (and provide services at over 200 total sites of care when including our remote health service locations) for 155 customers in 40 States.

The companies we serve (and have provided health center implementations and conversions for) range in size from 150 to more over 35,000 eligible members in a variety of organizations, including City, County, and State governmental entities, public school districts, legal and financial services, agricultural organizations, textile and apparel manufacturing, Taft-Hartley populations, retail product manufacturing and distribution, medical device manufacturing, defense contractors, energy companies, technology manufacturing and service providers, professional construction and engineering services, and even other health and hospital systems.

The Marathon Health Difference - Our Philosophy

Marathon Health's distinct value proposition derives from our focus on population health risk management (including primary / acute care, health screenings, health coaching, and chronic condition management services). Through this approach, our objective is to change the way businesses and their employees experience healthcare. As a result, we will reduce health and productivity costs, control healthcare spend sustainably, improve the overall health status of the workforce, promote greater adherence to evidence-based medicine, and influence the way employees perceive and receive their healthcare.

Marathon Health's philosophy is to slow down the care process, allowing clinicians to take the time they need to treat the whole person, not just a list of symptoms. Whether we are seeing someone for a sore throat, seasonal allergies, or smoking cessation, we approach each person holistically and use every encounter as an opportunity for health coaching. This results in increased patient satisfaction and health center utilization, as well as improvements in overall health and wellness of both the high-risk and general member population. We deliver superior health outcomes and reduced healthcare costs through our unmatched ability to engage with each individual and empower them to take responsibility for their own health.

For a detailed overview of our company philosophy, mission and the services we offer, please refer to **Exhibit 24: Marathon Health Company Overview**. For a list of the differentiators that make up our value proposition in the marketplace, please refer to **Exhibit 25: The Marathon Health Difference**.

On October 7th, 2019, General Atlantic (MA) Collections L.P., a Delaware limited partnership, purchased a majority share of the membership interests of Marathon Health Parent, LLC, the parent of the operating company, Marathon Health, LLC. General Atlantic is a global growth equity firm providing capital and strategic support for growth

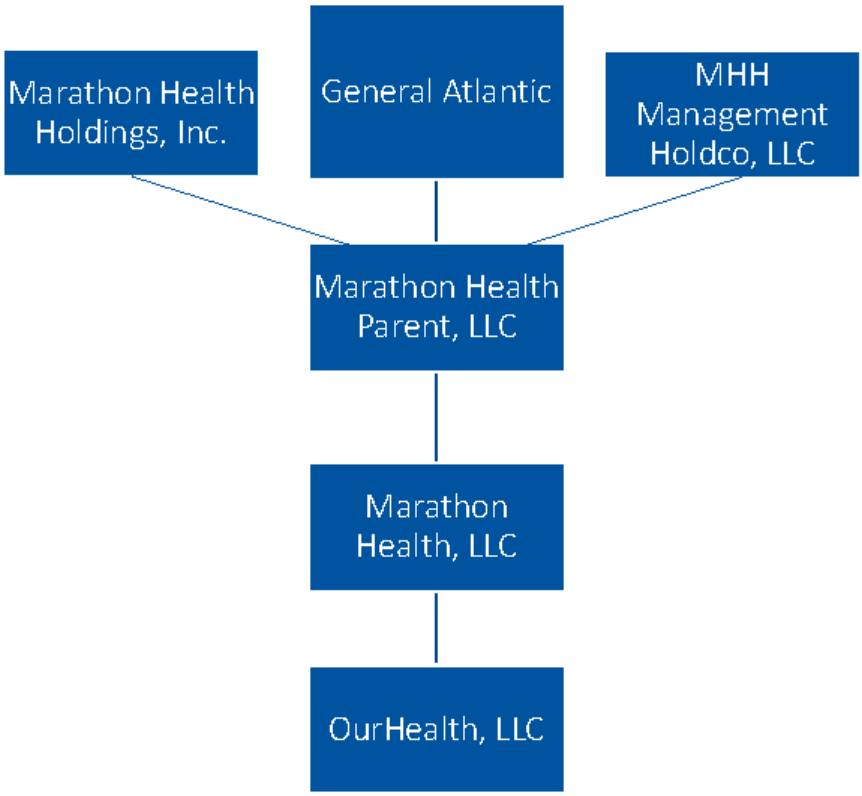
companies. General Atlantic has been a growth investor for more than three decades and currently has 112 portfolio companies across five regions.

On January 15, 2020, Marathon Health entered into an agreement with OurHealth, making OurHealth a wholly-owned subsidiary of Marathon Health, LLC. The strategic combination of these two organizations brings together patient-focused primary care, with capabilities to serve members and their families across the United States. The combined company leverages proven onsite and near-site health center strategies, including OurHealth's MyClinic networks, a near-site network of shared clinics
available in several markets today.

With increased scale, the combined company will accelerate investments that support clinical care and population health capabilities with the goal of achieving the Healthcare Triple Aim – improved patient outcomes, outstanding patient experience and lower total cost of care for patients and employers.

Marathon health For life.

Organizational Hierarchy Chart



3-6 **COMPANY FINANCIALS (Confidential Separate Envelope)**

Proposers must provide financial statements giving Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office enough information to determine financial stability. These statements may include, but are not limited to:

a. Balance Sheet or Annual Report for the last three (3) years
b. Three (3) years of income statements and related earnings
c. Statement of Changes in financial position
d. Letter from the proposer banking institution
e. Statement from certified public accounting firm

For the information detailed in sections A – E above, please see the **"CONFIDENTIAL_MH Audited Financials 2017 – 2019"** PDF included with our proposal.

Marathon Health's Fixed Fee Pricing Model

Marathon Health charges a fixed, annual fee for our total population health management solution. The annual fee is divided into monthly installments, and customers receive simple, clear, and predictable monthly invoices. While other pricing models such as "cost plus" can result in cost overruns, transparency only after-the-fact, and operational inefficiencies at the expense of the client, our inclusive annual fee provides our clients protection and predictability. It is guaranteed to 110% of your eligible population (i.e. eligibility can grow by 10% with no change in fee), and we never "true up" for cost overruns at the end of the year.

Our fixed fees include:

- All Medical Services rendered within the health center.
- Health Center Staffing
- Medical Equipment & Supplies
- Laboratory Services (CLIA-waived)
- Insurance
- Quality Assurance and Regulatory Compliance
- Health Coaching and Chronic Condition Management Programs
- Account Management (including costs for travel, food, and lodging for all Marathon Health staff associated with the account)
- Technology (i.e. EMR, PHR, eHealth Portal, mobile app)
- Analytics and Standard Reporting Packages
- Member Communications
- Health Promotion Programming

This is just a high-level overview of what is included in our 100% predictable, fixed fee pricing. For an in-depth look at what is included in each of the areas mentioned above, please refer to **Exhibit 26: Marathon Health Fixed Fee Detail**.

This pricing model reflects our firm belief in a better healthcare delivery system: one that is not complicated by fee-for-service, but is solely focused on improving health outcomes by providing the right amount of healthcare at the right time.

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[X] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[X] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

MARATHON HEALTH, LLC
COMPANY NAME

AUTHORIZED SIGNATURE

Jeff Shea
NAME (PRINT OR TYPE)

Executive Vice President, Sales
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Claims History

On or about January 2, 2016, a former employee of Marathon Health filed a Charge of Discrimination with the United States EEOC alleging causes of action for race and retaliation discrimination. The matter was resolved upon execution of a Settlement and Release Agreement, dated February 2, 2017.

On February 26, 2018, a former employee of Marathon Health filed an EEOC charge alleging sexual harassment in the workplace. The matter was resolved upon execution of a Settlement and Release Agreement, dated June 4, 2019.

3-8 **COMPLAINT NOTIFICATIONS/LAWSUITS**

a. As part of its proposal, Proposer shall provide to Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office a list of all instances within the past ten (10) years where a complaint was filed against Proposer in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Proposer discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability in violation of applicable Federal and/or Florida law.

b. The Proposer must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Proposer; and (ii) the status of, and Proposer's response to, all pending complaints.

c. Proposer shall provide a description of any lawsuits and the resolution of any such suit brought against your company during the course of doing business in relation to providing on-site medical services within the past (10) years.

d. Escambia County, The City of Pensacola, and The Escambia County Sherriff's Office will consider a Proposer's complaint history information and lawsuit information in its review and determination of responsibility. The failure of a Proposer to comply with the requirements in this Section may result in Proposer being deemed non-responsive by the Purchasing Manager. If no complaints or lawsuits have been filed within the last ten (10) years, please so state on Company Letterhead and upload with your response.

Please refer to the "Claims History" document included in our response to the Conflict/Non-Conflict of Interest Statement Form for an answer to the questions above.

3-9 **PERFORMANCE MATRIX**

State the experience your firm has had with Onsite Employee Health Clinic Administration to include all information required:

a. Do you offer performance guarantees against the IHI's Triple Aim of patient satisfaction, improved health outcomes and redirected claims savings?

Yes. Marathon Health offers performance and service guarantees tied to administrative and clinical performance. We place a portion of our total base fees at risk directly tied to measurable health outcomes, member satisfaction metrics, employer satisfaction metrics, and / or account management metrics.

As a standard practice, Marathon Health places 10% of our entire annual fixed fee at risk in each year of the contract. Risk can be divided in any number of ways. As a general rule,
Marathon Health adheres to the tenets of the IHI Triple Aim initiative and performance is measured across three key areas:

- Patient and member satisfaction
- Health and clinical outcomes
- Per capita reduction in healthcare spending

We believe these are the most innovative, comprehensive performance standards in the industry which cover areas of improvement in the patient experience, improvement of multiple population based health metrics, and overall claims cost savings.

Please refer to **Exhibit 23: Triple Aim Performance Guarantees** for more information.

b. What health indicators or chronic condition measurements do you utilize to measure patient outcomes? Where data sources are these outcomes derived from?

Success of the health center programming is measured through our patient outcomes. Outcomes are tracked on three levels, utilizing data from the EMR collected from both patient visits and claims data integration:

- Patients who are deemed high-risk, but have made progress toward the standard of care.
- Patients who have made sufficient progress to be deemed no longer at risk.
- Patients with chronic conditions, whether at standard of care or not.

We utilize the IHI's Triple Aim framework for patient outcomes that follows HEDIS guidelines and clinical indicators for Standard of Care metrics, and require increasingly high levels of risk mitigation for patients who are at-risk. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and HRA data, and then track how they change over time.

					Marathon Health Goals	
Target Population Patient Engagement	**Will achieve the following results**	**Participants at risk**	**Particpants engaged**	**% Engaged**	**Target**	**% Target**
High Risk Enrolled Employees	70% of at risk employees will be engaged	1405	1128	80%	70%	114%
High Risk Dependents	40% of at risk dependents will be engaged	1007	460	46%	40%	115%
					Marathon Health Goals	
Biometric Risk Factors	**Will achieve the following results**	**Participants Outside Normal Range**	**Participants with Progress or Normal**	**% of Participants Successful**	**Target**	**% Target**
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	389	254	65.30%	40.00%	163%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	257	181	70.43%	40.00%	176%
Glucose (> 100)	Reduce by 15% or below threshold	724	187	25.83%	15.00%	172%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	639	157	24.57%	15.00%	164%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	127	53	41.73%	15.00%	278%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	519	136	26.20%	15.00%	175%
Triglycerides (>= 200)	Reduce by 20% or below threshold	290	117	40.34%	15.00%	269%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	1924	219	11.38%	5.00%	228%
Smokers	Quit for at least 90 days	215	114	53.02%	5.00%	1060%
Chronic Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target**	**% Target**
Diabetics	Average Hemoglobin A1C < 7.5	419	210	50.10%	45.00%	111%
Diabetics	Standard of Care (5 out of 6) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal vaccine * Hepatitis B vaccine * Self Glucose Monitoring or A1c Exists	419	346	82.60%	75.00%	110%
Asthmatics	Standard of Care (5 out of 7) * Annual Influenza * Spirometry Result * Pneumococcal Vaccine * Use of Inhaled Corticosteroids * Medications Appropriate for Severity * Asthma Action Plan * Use of short acting bronchodilator	200	154	77.00%	75.00%	103%

c. How does your organization determine the Performance Guarantee and what percentage of your fees will be at risk? Please provide details on how this fee will be calculated.

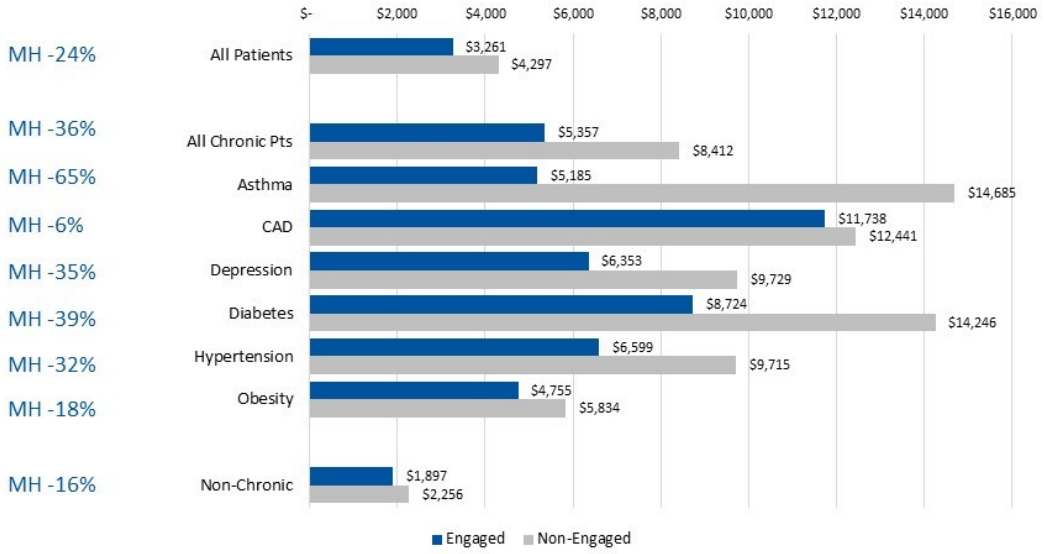
As a standard practice, Marathon Health places 10% of our entire annual “fixed fee” at risk in each year of the contract. We can divide risk any number of ways, based on your clinical outcome and cost savings goals, and we welcome further discussion and negotiations regarding our performance guarantees at the finalist stage.

d. Are you willing to offer guarantees with regards to ROI and/or performance? If so, please describe.

Yes. As part of the Triple Aim performance guarantees, we examine differences in per capita spend between patient's being cared for at the health center versus those who are not. These differences are examined in total, by place of service and by condition. Due to our model of care, and the better patient outcomes we achieve, patients using our health centers have a lower capita cost. These differences in per capita spend translate to lower over paid claims over time.

Engaged Vs. Non Engaged

Average paid by condition



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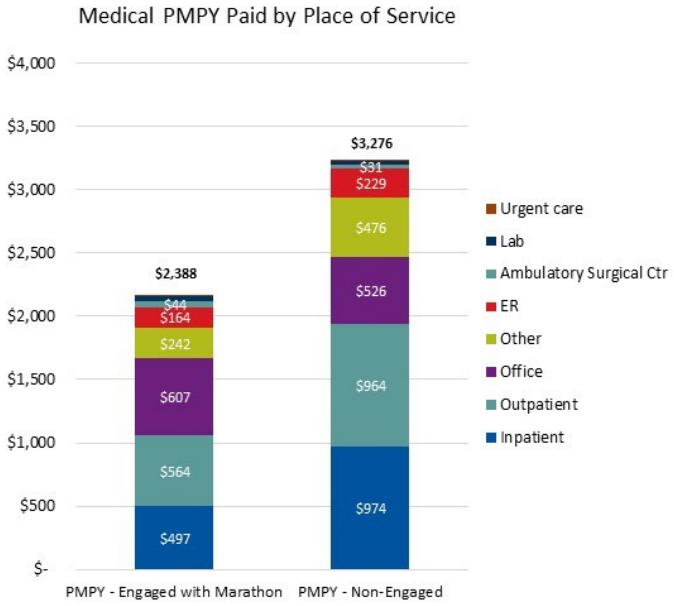
Engaged vs. Non-Engaged

Place of Service



	Users vs. Non-Users Spend by Category
Inpatient	-49%
Outpatient	-42%
Office*	15%
Other	-49%
ER	-29%
Lab	98%
Urgent care	-29%
Total	**-27%**
*Office includes the estimated market value of health center visits	
Users N	3,781
Non-Users N	3,475

Confidential and Proprietary © Marathon Health 2017

3-10 REFERENCES

Complete the Reference Document and include at least five (5) references. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts, and at least one reference from a past customer who is currently not under contract with you. It is preferred that these references be for clients that have hired your firm for performance of Onsite Employee Health Clinic Administration or similar kinds of services. NOTE: The information requested must include a current contact name, phone number, and email address for each reference.

Marathon Health has provided the five reference contacts below based on the provided criteria above, as well as industry, clinical services population, and geographical similarities to Escambia. We encourage you to reach out to any or all of these references to learn about their stories of success in partnership with Marathon Health.

Additionally, with a book of business client satisfaction rating consistently hovering near 100% and a current net promoter score of 88.6, we would be happy to set up reference calls or site visits with any of our 100+ clients. Please contact Jeff Shea at jshea@marathon-health.com for assistance.

Current Customer References:

Escambia County School District *(Pensacola, FL)*
Go-Live Date: June 5, 2013
Contact Name / Title: Kevin Windham (Risk Manager)
Telephone: (850) 469-6218
E-mail: kwindham@escambia.k12.fl.us
Scope of Services: Primary care; health coaching; chronic condition management; onsite dispensing; ePrescribing; Athena; orthopedic injury treatment – sprains, strains; pediatric services; Women's health

City of Plantation *(Plantation, FL)*
Go-Live Date: April 1, 2010
Contact Name / Title: Beverley Ambrosio (Benefits Manager)
Telephone: (954) 797-2244
E-mail: bambrosio@plantation.org
Scope of Services: Primary care; health coaching; chronic condition management; onsite dispensing; ePrescribing

City of Fort Lauderdale *(Fort Lauderdale, FL)*
Go-Live Date: May 23, 2013 (6 years)
Contact Name / Title: Guy Hine (Risk Manager)
Telephone: (954) 828-5494
E-Mail: ghine@fortlauderdale.gov
Scope of Services: Primary care, health coaching, chronic condition management, Women's Health

Briggs & Stratton *(Milwaukee, WI)*
Go-Live Date: July 17, 2019
Contact Name / Title: Ellen Vebber (Sr. Manager, Employee Benefits)
Telephone: (414) 978-4179
E-Mail: vebber.ellen@basco.com
Scope of Services: Primary care, health coaching, chronic condition management, ePrescribing, onsite dispensing, Women's Health, registered dietitian services, work-related injuries (first treatment), physical therapy services, pre-employment drug screenings

Former Customer Reference:
(Please note that we have never had a client terminate our services during a contract period):

HEB Grocery Company (San Antonio, TX)
Go-Live Date: January 25, 2012 (Contract ended Dec. 2015)
Contact Name / Title: Brooke Brownlow (VP, Human Resources)
Telephone: (210) 938-8328
E-mail: brownlow.brooke@heb.com
Scope of Services: Primary care; health coaching; chronic condition management; ePrescribing; audiometric testing; Women's health; work-related injuries (first treatment)

Certification Regarding E-Verify System

Contractor hereby certifies compliance with the following:
Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

MARATHON HEALTH, LLC
Business Name

By: 
Signature

Name: Jeff Shea
Printed

Title: EVP of Sales
Printed

Date: 4/14/2020

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, FL
(print name of the public entity)

by Jay Blanchard, Projects Manager
(print individual's name and title)

for Marathon Health, LLC
(print name of entity submitting sworn statement)

whose business address is

20 Winooski Falls Way, Suite 400
Winooski, VT 05404

and (if applicable) its Federal Employer Identification Number (FEIN) is:
26-0103977

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this 14 day of April, 20 20

Personally known ✓
OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of VERMONT

My commission expires JAN 31 2021

Teresa Lord Commission No. 0000676 Notary Public State of Vermont

_____
(Printed typed or stamped commissioned name of notary public

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that MARATHON HEALTH does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

X As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

4/14/20
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or (No)

If not a Florida Corporation,
In what state was it created: Delaware
Name as spelled in that State: Marathon Health, LLC

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No.: M16000008237

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Jeff Wells, M.D. Secretary: N/A

Vice President: N/A Treasurer: N/A

Director: Jerry Ford (CEO) Director: Scott La Plant (CFO)

Other: Christina Wahlig (General Counsel) Other:

Name of Corporation (As used in Florida):
Marathon Health, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: 20 Winooski Falls Way, Suite 400
City, State Zip: Winooski, VT 05404
Street Address: 20 Winooski Falls Way, Suite 400
City, State, Zip: Winooski, VT 05404

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 26-0103977
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: Jeff Shea **E-mail:** jshea@marathon-health.com

Telephone Number: (615) 591-0198 **Facsimile Number:** (802) 419-5027

Name of individual who will sign the instrument on behalf of the company:
Jerry Ford, CEO
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Provider shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
Chief Executive Officer

END

Verified by:_____ Date:_____

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION AND OFFER FORM
Submit Offers to:
Paul R. Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4918

ESCAMBIA COUNTY, FLORIDA

INVITATION TO NEGOTIATE

ONSITE EMPLOYEE HEALTH CLINIC ADMINISTRATION
Solicitation Number PD 19-20.035

Solicitation

MAILING DATE: April 1, 2019
OFFERS WILL BE RECEIVED UNTIL: Until 1:00 p.m., CST, April 24, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 26-0103977

Terms of Payment Net 30

Service commencement Date will be TBD **days after receipt of purchase order**

Vendor Name: Marathon Health, LLC
Address: 20 Winooski Falls Way, Suite 400
City, ST. & Zip: Winooski, VT 05404
Phone: (802) 857-0400
Toll Free: (888) 490-6077
Fax: (802) 419-5027

Jeff Shea, EVP of Sales
(Name and Title of Person Authorized to Sign Offer)

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

Failure to execute this Form binding the proposer offer shall result in the proposal being rejected as non-responsive.

Scope of Services

Primary Care	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Acute and Episodic Care	Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries	Y	
Management of Chronic Conditions	Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.	Y	
	For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the clinic health care provider will work in collaboration with said provider to provide adjunct care and education to the patient.	Y	
	For those individuals who do not have a primary care provider, clinic vendor can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The clinic health care provider will work in collaboration with specialty care providers if specialty referral is indicated.	Y	
Routine annual exams and screenings	Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.	Y	Lab processing billed to carrier
	Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.	Y	Lab processing billed to carrier

Supplemental Primary Care Services	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third party charge to Client that is not included in the annual fee.	y	Lab processing billed to carrier
Immunizations	Administered at no cost with clinic vendor's cost of vaccine passed through as incurred.	Y	Pass through
CLIA-waived labs	Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.	Y	

Health Maintenance and Disease Prevention	Description	Include in annual fee (Y or N)	Per unit cost of service(s) if not included in annual fee
Health Risk Assessment	Administered online or in paper version screens	Y	
	General health and well-being	Y	

Scope of Services			
	Health history including symptoms, conditions and family history	Y	
	Tobacco use, alcohol use and stress levels	Y	
Comprehensive Heath Review (CHR)	For high risk individuals and individuals with chronic disease a CHR	Y	
	Online access to complete the Health History and Risk Assessment (HHRA)	Y	
	1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals	Y	
Lifestyle Risk Reduction	For high risk individuals agreeing to follow-up with the clinic health care provider as their personal health coach	Y	
	Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.	Y	
	Individualized change management plans	Y	
	Proactive support	Y	

Chronic Condition Coaching	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.	Y	
	Coaching, symptom monitoring, and disease education	Y	

Health Engagement System Technology Platform	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee
Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)	· Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content	Y	
	· Online scheduling system and secure messaging	Y	
	· Electronic Medical Record	Y	
	· Ability to import encounter data from carrier to provide historical patient encounter information	Y	
	· Export up to three (3) types of data feeds (encounter, lab, or HRA) in clinic vendor's standard format	Y	
Health Savings Account processing	· For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), clinic vendor provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.	Y	

Account Management and Advisory Services	Description	Include in annual fee (Y or N)	Per unit cost of service if not included in annual fee

Scope of Services			
One Point of Contact	An assigned Account Manager provides one point of contact for triaging issues that may be handled by clinic vendor's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.	Y	
Clinical Coverage Plan	Clinic vendor will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.	Y	
Monthly Reviews	Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.	Y	
Annual Review	Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.	Y	
Ongoing Health Promotions	Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations	Y	
Strategic Planning	Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.	Y	

Management Reporting and Analysis	**Description**	**Include in annual fee (Y or N)**	**Per unit cost of service if not included in annual fee**
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations	Y	
Annual reports including:	• Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.	Y	
	• Review of health center operations including health center volumes and patient engagement	Y	
	• Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.	Y	

Scope of Services

SERVICES NOT EXPECTED TO BE INCLUDED IN ANNUAL FEE:	Per unit cost of the service(s)
· Flu vaccine and related supplies supplied at current rates.	Y - pass through
· Mass population biometric screening fees at quoted rates. Actual	Pass through
· Travel costs for health center staff and health screeners to visit	

PLEASE NOTE WHAT EQUIPMENT IS IN THE IMPLEMENTATION FEE:	Include in implementation fee (Y or N)	Per unit cost of the equipment
Medical Equipment		
· Exam table(s)	Y	
· Phlebotomy chair	Y	
· Cholestech (system)	Y	
· AED	Y	
· Autoclave	N	
· Non-CLIA waived tests, CLIA waived tests not included above,		
· Internet connectivity and telephone service for clinic staff (monthly)	Y	
PLEASE LIST ADDITIONAL EQUIPMENT NEEDS BELOW:		
Lab Storage Cabinet		
Medical Grade Fridge	Y	
Medical Grade Freezer		
Lab Fridge		
Exam Room Equipment	Y	
Lab Room Equipment	Y	

ITN 20C-019V

Exhibit B - Clinic Lab Fees

Master On-site Clinic Lab Testing List

Test Name	Cost per unit
Urinalysis	no cost performed in-house
Pregnancy Test, Urine	no cost performed in-house
COMPREHENSIVE METABOLIC PANEL (10231)	$4.60
TSH W/REFLEX TO FT4 (36127)	$ 7.00
Hemoglobin A1c	no cost performed in-house
CBC (INCLUDES DIFF/PLT) (6399)	$3.75
Lipid Panel (In-house)	no cost performed in-house
HEMOGLOBIN A1c (496)	no cost performed in-house
LIPID PANEL (7600)	no cost performed in-house
Glucose (finger stick)	no cost performed in-house
Hemoglobin	$3.50
CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	$44.00
CULTURE, URINE, ROUTINE [395]	$8.50
THINPREP PAP RFX HR HPV (92085)	$71.50
VITAMIN D, 25-HYDROXY, LC/MS/MS (17306)	$23.00
MICROALBUMIN, RANDOM URINE (W/CREATININE) (6517)	$10.80
HEPATIC FUNCTION PANEL (10256)	$5.00
HIV AB, HIV 1/2, EIA, WITH REFLEXES (19728)	$20.50
HELICOBACTER PYLORI AG, EIA, STOOL (34838)	$62.00
URINALYSIS, COMPLETE (5463)	$5.00
RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING (36126)	$4.50
FERRITIN (457)	$6.90
TSH (899)	$6.10
SED RATE BY MODIFIED WESTERGREN (809)	$4.80
ANA IFA SCREEN W/REFL TO TITER AND PATTERN, IFA (249)	$9.30
(urine)CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	$44.00
CBC (H/H, RBC, INDICES, WBC, PLT) (1759)	$3.75
IRON AND TOTAL IRON BINDING CAPACITY (7573)	$8.60
RHEUMATOID FACTOR (4418)	$5.50
Urine Dipstick	no cost performed in-house
CULTURE, GENITAL (4558)	$13.60
THINPREP TIS PAP RFX HPV (58316)	$33.00

If your company provides any of these tests as part of the clinic operations, please confirm the cost for each test.

ITN 20C-019V
Exhibit C - Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
ACID CONTROLLER	FAMOTIDINE	30 x 20MG TAB	$5.49
ALBUTEROL SULFATE	ALBUTEROL SULFATE	3 x 2.5MG/3ML VIAL ML	provided as an in-house treatment at no cost or $7.59 as a
ALLERGY RELIEF	DIPHENHYDRAMINE HCL	30 x 25MG CAP	$6.24
ALLER-TEC	CETIRIZINE HCL	90 x 10MG TAB	$11.95
ALYACEN 7/7/7	NORETHINDRONE-ETHINYL ESTRAD	28 x 7 DAYS X 3 TAB	$10.45
AMARYL	GLIMEPIRIDE	90 x 4MG TAB	$29.10
AMITRIPTYLINE HCL	AMITRIPTYLINE HCL	30 x 25MG TAB	$10.73
AMOX TR-POTASSIUM CL	AMOXICILLIN/POTASSIUM CLAV	100 x 400-57MG/5 SUSP ML	$16.47
AMOXICILLIN	AMOXICILLIN	100 x 400MG/5ML SUSP ML	$5.85
AMOXICILLIN	AMOXICILLIN	30 x 500MG CAP	$7.46
AMOXICILLIN	AMOXICILLIN	150 x 250MG/5ML SUSP ML	$6.89
AMOXICILLIN	AMOXICILLIN	20 x 875MG TAB	$6.12
ANTIBIOTIC EAR SUSPENS	NEOMYCIN/POLYMYXIN B/HYDROCORT	10 x 3.5-10K-1 DROP ML	$31.37
ANTI-DIARRHEAL	LOPERAMIDE HCL	15 x 2MG CAP	$8.37
ANTIFUNGAL	CLOTRIMAZOLE	30 x 1% CREAM CREA GM	$5.36
AUGMENTIN	AMOXICILLIN/POTASSIUM CLAV	20 x 875-125MG TAB	$15.34
BACTROBAN	MUPIROCIN 2% 22GM	22 x 2% 22GM OINT GM	$7.94
BIAXIN	CLARITHROMYCIN	20 x 500MG TAB	$27.17
BICILLIN L-A	PENICILLIN G BENZATHINE	10 x 1.2MM/2ML SYRI ML	$187.73
BLEPH-10	SULFACETAMIDE SODIUM	15 x 10 % DROP ML	$41.72
BONINE	MECLIZINE HCL	30 x 25MG TAB CHEW	$4.29
CARDURA	DOXAZOSIN	30 x 4MG	$15.27
CELEXA	CITALOPRAM HYDROBROMIDE	30 x 20MG TAB	$4.78
CEPHALEXIN	CEPHALEXIN	100 x 250MG/5ML SUSP ML	$20.80
CHILD IBUPROFEN	IBUPROFEN	120 x 100MG/5ML ORAL ML	$8.06
CHILDREN'S NON-ASPIRI	ACETAMINOPHEN	120 x 160MG/5ML LIQU ML	$4.15
CIPRO	CIPROFLOXACIN HCL	14 x 500MG TAB	$8.24
COZAAR	LOSARTAN POTASSIUM	90 x 100MG TAB	$25.89
COZAAR	LOSARTAN POTASSIUM	90 x 50MG TAB	$20.72
DEPO-PROVERA	MEDROXYPROGESTERONE ACETATE	1 x 150MG/ML VIAL ML	$76.19
DIFLUCAN	FLUCONAZOLE	1 x 150MG TAB	$5.55
DIPHEDRYL	DIPHENHYDRAMINE HCL	120 x 12.5MG/5ML LIQU ML	$5.19
ELIMITE	PERMETHRIN	60 x 5% LOT GM	$56.06
FERROUSUL	FERROUS SULFATE	100 x 325(65)MG TAB	$4.35
FLAGYL	METRONIDAZOLE	14 x 500MG TAB	$7.81
FLEXERIL	CYCLOBENZAPRINE HCL	21 x 10MG TAB	$4.28
FLOMAX	TAMSULOSIN HCL	30 x 0.4MG CAP	$11.23
FLONASE	FLUTICASONE PROPIONATE	16 x 50MCG SPR GM	$9.99
FLOVENT HFA	FLUTICASONE PROPIONATE	12 x 110MCG AER GM	$273.07
GAS RELIEF 80	SIMETHICONE	30 x 80MG TAB CHEW	$3.94
GLUCOPHAGE	METFORMIN HCL	180 x 1000MG TAB	$11.07
GLUCOPHAGE ER	METFORMIN HCL ER	90 x 500MG TAB	$7.94
GLUCOTROL	GLIPIZIDE	30 x 10MG TAB	$5.04
HYDROCHLOROTHIAZID	HYDROCHLOROTHIAZIDE	90 x 25MG TAB	$6.33
HYDROCORTISONE	HYDROCORTISONE	30 x 2.5% CRM GM	$43.06
HYDROXYZINE HCL	HYDROXYZINE HCL	20 x 25MG TAB	$6.41
IMITREX	SUMATRIPTAN SUCCINATE	9 x 50MG TAB	$7.34
KEFLEX	CEPHALEXIN	40 x 500MG CAP	$10.69
LAMISIL	TERBINAFINE HCL	30 x 250MG TAB	$11.41
LANTUS	INSULIN GLARGINE,HUM.REC.ANLOG	10 x 100/ML VIAL ML	$300.20
LEVAQUIN	LEVOFLOXACIN	10 x 500MG TAB	$7.39
LEXAPRO	ESCITALOPRAM OXALATE	90 x 10MG TAB	$14.82
LIPITOR	ATORVASTATIN CALCIUM	90 x 40MG TAB	$15.30
LOPID	GEMFIBROZIL	30 x 600MG	$7.62
LOPRESSOR	METOPROLOL TARTRATE	30 x 50MG TAB	$5.34
LUTERA	LEVONORGESTREL-ETHIN ESTRADIOL	28 x 0.1-0.02 TAB	N/A
MACRODANTIN	NITROFURANTOIN MACROCRYSTAL	28 x 100MG CAP	$31.76
METROGEL-VAGINAL	METRONIDAZOLE	70 x 0.75 % GEL GM	$106.52
MOTION SICKNESS	MECLIZINE HCL	30 x 25MG TAB	$4.29
MOTRIN	IBUPROFEN	30 x 800MG TAB	$6.91
MUCINEX DM	GUAIFENESIN/DEXTROMETHORPHAN	20 x 200MG-30MG TAB	$6.34
NAPHCON-A	NAPHAZOLINE HCL/PHENIRAMINE	1 x 0.025-0.3% DROP ML	$12.10

ITN 20C-019V

Exhibit C - Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
NAPROSYN	NAPROXEN	30 x 500MG TAB	$6.64
NASAL DECONGESTANT	OXYMETAZOLINE HCL	30x 0.05 % SPR ML	$4.28
NEURONTIN	GABAPENTIN	90 x 100MG CAP	$6.82
NOBLE FORMULA HC	HYDROCORTISONE	30 x 1% CRM GM	$5.60
NON-ASPIRIN EXTRA STR	ACETAMINOPHEN	30 x 500MG TAB	$3.94
NORVASC	AMLODIPINE BESYLATE	90 x 5MG TAB	$4.75
NYSTATIN	NYSTATIN	15 x 100,000 UNIT CRM GM	$13.05
OYSTERCAL-D	CALCIUM CARBONATE/VITAMIN D3	60 x 500MG-400 TAB CHEW	$5.25
PENICILLIN V POTASSIUM	PENICILLIN V POTASSIUM	28 x 500MG TAB	$6.26
PEPCID	FAMOTIDINE	30 x 40MG TAB	$6.31
PREDNISONE	PREDNISONE	30 x 10MG TAB	$8.07
PRELONE	PREDNISOLONE	15MG/5ML 60 SOLN	$42.96
PRILOSEC	OMEPRAZOLE	90 x 20MG CAP	$9.15
PRINIVIL	LISINOPRIL	90 x 20MG TAB	$7.96
PROAIR HFA	ALBUTEROL SULFATE	8.5 x 90MCG HFA GM	$39.35
PROMETHAZINE HCL	PROMETHAZINE HCL	30 x 25MG	$6.65
PROZAC	FLUOXETINE HCL	30 x 20MG CAP	$4.50
ROMYCIN	ERYTHROMYCIN BASE	3.5 x 5MG/GRAM OINT GM	$46.48
SEPTRA DS	SULFAMETHOXAZOLE/TRIMETHOPRIM	14 x 800-160MG TAB	$5.49
SINGULAIR	MONTELUKAST SODIUM	30 x 10MG TAB	$9.49
ST. JOSEPH ASPIRIN	ASPIRIN	120 x 81MG TAB	$4.23
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 125MCG TAB	$17.41
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 75MCG TAB	$15.52
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 100MCG TAB	$15.66
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 50MCG TAB	$12.59
TEARS NATURALE	DEXTRAN 70/HYPROMELLOSE	15 x DROP ML	N/A
TENORMIN	ATENOLOL	90 x 50MG TAB	$9.78
TRAZODONE HCL	TRAZODONE HCL	30 x 100MG TAB	$10.34
TRIAMCINOLONE ACETO	TRIAMCINOLONE ACETONIDE	15 x 0.5% CRM GM	$9.25
TUSSIN DM	GUAIFENESIN/DEXTROMETHORPHAN	120 x 100-10MG/5 SYRU ML	$6.34
VIBRAMYCIN	DOXYCYCLINE HYCLATE	20 x 100MG CAP	$13.51
WELLBUTRIN SR	BUPROPION HCL	60 x 150MG TAB	$33.75
XULANE	NORELGESTROMIN/ETHIN.ESTRADIOL	3 x 150-35/24H PATC	$219.45
ZESTORETIC	LISINOPRIL/HYDROCHLOROTHIAZIDE	90 x 20MG-25MG TAB	$8.98
ZESTRIL	LISINOPRIL	90 x 40MG TAB	$8.50
ZESTRIL	LISINOPRIL	90 x 10MG TAB	$5.84
ZITHROMAX	AZITHROMYCIN	6 x 250MG TAB	$5.74
ZOCOR	SIMVASTATIN	90 x 40MG TAB	$8.15
ZOCOR	SIMVASTATIN	90 x 20MG TAB	$6.58
ZOFRAN ODT	ONDANSETRON	10 x 8MG TAB	$5.37
ZOLOFT	SERTRALINE HCL	30 x 50MG TAB	$4.30
ZOVIRAX	ACYCLOVIR	35 x 800MG TAB	$14.89
ZYLOPRIM	ALLOPURINOL	30 x 300MG TAB	$16.07

If your company provides any of these medications as part of the clinic operations, please confirm the cost for each medication.

dispensed RX

Annual Operating Costs						
	2020	2021	2022	2023	2024	
Salaries, Wages, and Benefits						
Physician	$ 215,000	$ 225,750	$ 237,038	$ 248,889	$ 261,334	1 FTE
Nurse Practitioner	$ 230,000	$ 241,500	$ 253,575	$ 266,254	$ 279,566	2 FTE
Registered Nurse						
Medical Assistant	$ 120,000	$ 126,000	$ 132,300	$ 138,915	$ 145,861	3 FTE
Receptionist	$ 35,000	$ 36,750	$ 38,588	$ 40,517	$ 42,543	1 FTE
Other- (Employement Taxes and Benefits)	$ 150,000	$ 157,500	$ 165,375	$ 173,644	$ 182,326	
Replacement Costs	$ 49,200	$ 51,660	$ 54,243	$ 56,955	$ 59,803	Temporary staff for vacation coverage
Total Salaries, Wages and Benefits	$ 799,200	$ 839,160	$ 881,118	$ 925,174	$ 971,433	
Medical Supplies	2020	2021	2022	2023	2024	
Medical Supplies	$ 40,836	$ 48,281	$ 56,732	$ 62,166	$ 68,000	
Pharmaceutical Supplies	N/A	N/A	N/A	N/A	N/A	Prescription drug costs are not included in Marathon Health's fixed fee. They are passed through at cost, directly to the customer as incurred.
Annual Operating Costs						
Salaries, Wages, and Benefits	2020	2021	2022	2023	2024	
Immunizations/Vaccinations	N/A	N/A	N/A	N/A	N/A	Immunizations and vaccine costs are not included in Marathon Health's fixed fee. They are passed through at cost, directly to the customer as incurred.
Total Medical Supplies	$ 40,836	$ 48,281	$ 56,732	$ 62,166	$ 68,000	
Supplies + Fees	2020	2021	2022	2023	2024	
Office Supplies	$ 5,578	$ 5,990	$ 6,406	$ 7,063	$ 7,769	
Lab Supplies	CLIA waived labs included					CLIA waived labs are included in our fixed fee. Outside lab costs are passed through at cost, directly to the customer as incurred.
HRAs	Included in fixed fee					
Technology Services	Included in fixed fee					
Computer Supplies	Included in fixed fee					
Datalines	Included in fixed fee					
IT Security (Technology Services)	Included in fixed fee					
Payment Processing Fees	Included in fixed fee					
Total Supplies and Fees	$ 5,578	$ 5,990	$ 6,406	$ 7,063	$ 7,769	
Insurance	2020	2021	2022	2023	2024	
Medical Malpractice Insurance	$ 15,447	$ 17,506	$ 19,799	$ 21,032	$ 22,338	
Other Insurance	$ 10,298	$ 11,671	$ 13,199	$ 14,021	$ 14,892	Workers compensation/general liability insurance
Total Insurance	$ 25,745	$ 29,177	$ 32,998	$ 35,053	$ 37,230	
Other Expenses	2020	2021	2022	2023	2024	
Dues & Subscriptions	$ 8,400	$ 8,820	$ 9,261	$ 9,724	$ 10,210	
Licenses & Certifications	Included in Dues & Subscriptions					
Staff Recruitment	Included in fixed fee					
Laundry & Uniforms	$ 1,116	$ 1,198	$ 1,281	$ 1,413	$ 1,554	
Medical Waste Removal	$ 2,231	$ 2,396	$ 2,562	$ 2,825	$ 3,108	
Professional Development (Education & Conference)	$ 7,200	$ 7,560	$ 7,938	$ 8,335	$ 8,752	
Promotion & Communication	Included in fixed fee					
Travel	Included in Professional Development above					
Other- (Onsite drug dispensing)	$ 3,600	$ 3,780	$ 3,969	$ 4,167	$ 4,376	
Other- (Telephony)	$ 3,360	$ 3,528	$ 3,704	$ 3,890	$ 4,084	
Other- (Equipment maintenance and replacement)	$ 8,785	$ 9,224	$ 9,685	$ 10,170	$ 10,678	
Total Other Expenses	$ 34,692	$ 36,506	$ 38,401	$ 40,523	$ 42,761	
Management Fee	2020	2021	2022	2023	2024	
Other- (Participant and Customer Services)	$ 416,829	$ 429,909	$ 442,819	$ 461,421	$ 480,776	Please see "Service Fee Components" for a full list of what is included in this line item
General & Administrative Services	$ 71,124	$ 74,680	$ 78,414	$ 82,335	$ 86,452	
Management Fee	$ 99,600	$ 104,580	$ 109,809	$ 115,299	$ 121,064	Clinic Management
Profit	$ 165,956	$ 174,254	$ 182,966	$ 192,115	$ 201,721	
Total Management Fees	$ 753,509	$ 783,423	$ 814,009	$ 851,170	$ 890,013	
Total Fees	Total	Total	Total	Total	Total	
Total Operating Expenses	$ 1,659,560	$ 1,742,538	$ 1,829,665	$ 1,921,148	$ 2,017,206	
Net Operating Expenses (Total Operating - Medical Supplies)	$ 1,618,724	$ 1,694,257	$ 1,772,933	$ 1,858,983	$ 1,949,206	
Notes:						
Projected Clinic Utilization (Unique Count)	2020	2021	2022	2023	2024	
Engagement						
Unique Member Visits	1856	2090	2339	2339	2339	Unique members engaged

April 14th, 2020

Escambia County

Service and Fee Summary

Marathon Health shall provide a nearsite health center to be operated at Escambia County Government in Pensacola, FL, including Marathon Health's population health management model and health engagement technology platform for eligible employees and spouses.

Eligible Participants:

Employees 4,078
Spouses ..... 500 (estimate)
Children ..... 1,000 (estimate)

Service fees

Model	Staffing	Annual service fee*	One-time implementation fee**
Recommended Model	1 FTE Physician 2 FTE Nurse Practitioner 3 FTE Medical Assistant 1 FTE Practice Support Specialist	$1,659,560	~~$116,315~~ (waived)
Virtual Care	2 Virtual Care Diagnostic Units	~~$20,000~~ (waived)	
+ Optional Physical Therapy	+ 1 FTE Physical Therapist	+$166,250	+$36,847
+ Optional Behavioral Health	+ 1 FTE Behavioral Health Counselor	+124,250	+$15,670

* *First-year fee only; fee increases by 5% in subsequent years. Billed monthly.*
** *Due at contract signing.*

Services included in annual fee

Primary care

- Episodic care
- Management of chronic conditions
- Routine annual exams and screenings
- Travel medicine
- Pediatric care
- Lab draws
- Immunizations
- Allergies
- CLIA-waived labs

Health Maintenance and Prevention of Disease

- Health Risk Assessment - Administered online or in paper version screens for:
  - General health and well-being
  - Health history including symptoms, conditions and family history
  - Tobacco use, alcohol use and stress levels
- Comprehensive Heath Review (CHR) - For high risk individuals and individuals with chronic disease a CHR utilizing:
  - Online access to complete the Health History and Risk Assessment (HHRA)
  - One-on-one consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- Lifestyle Risk Reduction - For high risk individuals agreeing to follow-up with the Marathon Health care provider as their personal health coach:
  - Work one-on-one with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
  - Scientifically-based behavior change methodologies including Transtheoretical Model, Model for Improvement, and Motivational Interviewing used to:
    - Create individualized change management plans
    - Proactive support for individuals including outreach and follow up

Chronic Condition Coaching – For individuals with chronic diseases (Diabetes, COPD, Asthma, CHF, CAD, HTN, Depression, Low Back Pain)

- One-on-one consultation with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their condition (standard of care).
- Coaching, symptom monitoring, and disease education
- Increased adherence to appropriate medication

Occupational Health Services

- Work-related injuries – First treatment of minor injuries; sprains, strains, cuts, dermatitis, insect bites
- Routine pre-employment physicals (excluding exams required for specific roles or job functions)
- Role-specific pre-employment or annual physicals
  - Firefighter
  - Police
- Department of Transportation (DOT) physicals per DOT regulations
- Audiometric testing
- Respiratory fit testing
- Fitting of respiratory masks

Physical Therapy Services (Optional)

- Physical therapy for routine conditions including, but not limited to, carpal tunnel, back pain, shoulder pain and orthopedic injuries.
- Ergonomic assessments
- Advanced wellness musculoskeletal assessment
- Functional capacity testing
- Preventative exercise prescriptions
- Ultrasound and electrical stimulation therapy

Behavioral Health Counseling Services (Optional)

Individual, couples and family counseling for behavioral health issues and concerns including stress, depression, anxiety, grief, relationships, eating disorders and substance abuse for adults and children age 12+.

Virtual Health Services (2 units)

A diagnostic care toolkit connects remote employees (geographically remote from the health center) for a real-time virtual (video and diagnostic tool-based) encounter with their Marathon Health provider located in Pensacola, FL.

Virtual diagnostic encounters cover ambulatory care needs including heart, lung, ear, chest, throat and skin exams, with accompanying toolkit peripherals for weight, blood pressure, and pulse oximetry. Virtual preventative care/health coaching encounters occur through real-time connection via the diagnostic toolkit video interface. Available for remote employees/members during the regular business hours of the Escambia County's health center(s).

Onsite Pre-Packaged Pharmaceutical Dispensing

Assorted pre-packaged medications conveniently provided onsite at the time of care. Cost of drugs is not included in annual fee, but is provided to customer at cost (no mark-up).

Note: Onsite dispensing for this proposal is allowed based on a preliminary review of pharmacy law. Inclusion of this service is subject to a complete review based on the formulary, health center staff composition, and any recent changes to law.

Health Engagement System™ technology platform -- For up to 110% of eligible employees and spouses

- Electronic Medical Record (EMR)
- Personal Health Record (PHR) and eHealth portal with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging for patients
- Health Spending Account processing: For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), Marathon Health provides the ability to send a claim

for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.

- Integrated technologies supporting patient education and clinical workflow (Healthwise, clinical decision support, ePrescribe, medication dispensing).
- Data services--ability to import encounter data from carrier to provide historical patient encounter information, improving continuity of care; export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format.

Account Management and Advisory Services

- One Point of Contact: An assigned Account Manager provides one point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
- Clinical Coverage Plan: Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
- Monthly Reviews: Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.
- Annual Review: Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
- Ongoing Health Promotions: Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations.
- Strategic Planning: Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Management Reporting and Analysis

- Monthly and annual reports on health center activity, population health status and estimated return on investment (ROI)
  - Monthly client activity and trends report including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT-4 code, diagnoses by ICD-10 code, prescriptions written, and overall savings from operations.
  - Annual reporting including:
    - Population stratification identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.

- Review of health center operations including health center volumes and patient engagement
- Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations, PMPY cost of health center users vs. non-users, and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- User vs. non-user medical cost analysis by visit frequency, place of service and chronic condition (requires complete carrier raw data extract in specified format)

- Up to 20 hours of custom reporting per year. Additional custom reporting is available at the rate of $150/hr plus materials.

Participant Communications and Promotions

- Pre-launch multimedia communication campaign including site posters, events, digital communication, and mailings to the home
- Quarterly communication campaign with customizable, templated material to promote services. Outreach is customizable and specific to client's needs, based on review of their population health risk stratification report.
- Health Promotion Catalog including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.
- *MyHealth Report* including email and home mailings to promote access to a personalized health reports for all participants.
- The standard communication package includes all the production and printing costs.

Equipment Included in Implementation Fee

Marathon Health assumes that the customer owns all equipment needed to perform the services described in this document. If this is not the case, or if upon inspection the equipment is not in adequate condition, the implementation fee shall be adjusted accordingly.

2 Virtual Care Diagnostic Units

Physical Therapy Equipment (Optional service)

- PT table
- PT basic equipment
- PT combo ultrasound/electrical stimulation machine
- PT functional capacity equipment

Optional/Additional fees

Mass population biometric screening fee.....At quoted rates

Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.

Onsite pre-packaged pharmaceuticals ..... At cost

Cost of other prescription medications, vaccines and durable medical equipment; acquisition of flu vaccine and related supplies

Service fee assumptions

- Fees include all labor costs, medical supplies (except prescription medications and vaccinations), insurances (medical liability, worker's compensation & general liability), and other operating costs of the health center.
- Fees are guaranteed for up to 110% of the eligible participant count(s) above.
- Fees cover implementation services, including, as applicable, the cost of initial recruitment & training of staff, acquisition of equipment, initial supplies, technology user setup, initial roll-out communications to participants, a participant eligibility file interface, health center signage and décor, and travel costs for up to three onsite visits by the project manager. Marathon Health retains ownership of the equipment and is responsible for their maintenance and replacement.
- Client is responsible for providing appropriate facilities for the onsite health center, including telephone service and internet connections. If the space is not currently furnished, Marathon Health can arrange for the acquisition of needed furnishings and will pass the cost through to the Client. Travel costs associated with moving the location of a health center are not included in the fee quoted.
- If the negotiated salary for health center staff is more than 5% higher than the assumed staff salary, and the Client instructs Marathon Health to hire the candidate anyway, the additional salary amount and benefit load will be passed on to the Client.
- Client is responsible for externally processed labs. Cost of pharmaceuticals and vaccinations (including flu shots) are not included.
- Other costs not specifically listed above are billed to the Client as incurred, including care provider travel between Client locations if applicable, Marathon Health support staff travel costs associated with re-location of health center(s), excess or customer-branded communications materials, additional data interfaces, and other unexpected third-party costs incurred as a result of service modifications requested by the Client.

Escambia County
Projected Savings & ROI
Primary & Acute Care, Risk Mitigation, Disease Mgt., Onsite Rx
Staffing - 1 FTE Physician, 2 FTE Nurse Practitioner, 3 Medical Assistant,
1 FTE Practice Support Specialist
Optional: 1 FTE Physical Therapist, 1 FTE Behavioral Health Counselor

Marathon health® For life.

	Year 1	Year 2	Year 3	Total
Service Fees for Proposed Model	$ 1,659,560	$ 1,742,538	$ 1,829,665	$ 5,231,763
Projected Savings & ROI				
Redirected Care:				
Primary care	$ 619,923	$ 739,922	$ 877,718	$ 2,237,562
Work-related injury treatment	47,658	50,517	53,548	151,723
Occupational health	139,899	148,293	157,191	445,382
Prescription drug dispensing (net)	139,053	184,245	195,299	518,597
	946,532	1,122,976	1,283,756	3,353,264
Utilization Reduction :				
Specialty care	115,099	249,555	269,427	634,080
Emergency services	272,031	491,510	530,649	1,294,189
Hospital inpatient	211,131	457,770	823,703	1,492,603
Hospital outpatient	91,638	170,304	306,442	568,384
Prescription drug savings from risk mitigation	37,986	117,659	127,028	282,673
Radiology	6,326	19,595	21,155	47,077
Physical Therapy Savings From Risk Mitigation	18,266	19,802	21,379	59,446
Direct work injury medical cost (DART injuries)	153,618	166,536	179,797	499,952
	906,095	1,692,730	2,279,579	4,878,404
Payroll & Benefits:				
Indirect work injury costs for DART (wages paid, training, admin, etc.)	159,410	183,184	197,771	540,365
Saved time away from work - primary care visits	294,024	340,700	389,912	1,024,636
Saved time away from work - PT and/or behavioral health	-	-	-	-
Saved time away from work - occupational health visits	193,321	199,120	205,094	597,535
Disability savings	83,776	176,500	308,603	568,878
	730,530	899,504	1,101,379	2,731,414
Total projected hard savings	2,583,157	3,715,211	4,664,714	10,963,082
Net projected hard savings	$ 923,597	$ 1,972,673	$ 2,835,049	$ 5,731,319
Net PMPM equivalent	$ 13.80	$ 29.47	$ 42.35	
Projected hard ROI	1.6	2.1	2.5	2.1
Projected Savings & ROI with Soft Savings				
Presenteeism improvement	$ 528,396	1,113,234	1,946,442	3,588,073
Turnover reduction	234,843	494,771	865,085	1,594,699
Total projected soft savings	763,239	1,608,005	2,811,528	5,182,772
Total projected hard & soft savings	3,346,395	5,323,216	7,476,242	16,145,853
Net projected hard & soft savings	$ 1,686,835	$ 3,580,678	$ 5,646,577	$ 10,914,090
Net PMPM equivalent	$ 25.20	$ 53.49	$ 84.36	
Projected hard & soft ROI	2.0	3.1	4.1	3.1

	Year 1	Year 2	Year 3	Total
Optional Service Fees & ROI				
Physical Therapy				
Service Fees	$ 166,250	$ 174,563	$ 183,291	$ 524,103
Redirected care	$ 229,321	$ 273,710	$ 324,683	$ 827,714
Downstream savings - musculoskeletal costs and saved work time	280,349	382,441	452,942	1,115,732
Total projected savings	$ 509,670	$ 656,151	$ 777,625	$ 1,943,446
Projected ROI	3.1	3.8	4.2	3.7
Behavioral Health				
Service Fees	$ 124,250	$ 130,463	$ 136,986	$ 391,698
Redirected care	$ 92,230	$ 110,083	$ 130,584	$ 332,897
Downstream savings - presenteeism, disability, and saved work time	432,454	627,486	751,611	1,811,550
Total projected savings	$ 524,683	$ 737,569	$ 882,194	$ 2,144,447
Projected ROI	4.2	5.7	6.4	5.5
Total service fees: Proposed model + Optional Services	$ 1,950,060	$ 2,047,563	$ 2,149,941	$ 6,147,564
Total projected savings: Proposed model + Optional Services	$ 4,380,749	$ 6,716,936	$ 9,136,062	$ 20,233,746
Total projected ROI: Proposed model + Optional Services	2.2	3.3	4.2	3.3

Marathon Health
Service Fee Components
(As Applicable)

Health Center Services

- Primary and acute care
- Occupational health
- Chronic condition management
- Health coaching and screening
- Physical therapy
- Behavioral health counseling
- Prescription medication dispensing (excluding cost of drugs)
- CLIA-waived laboratory tests
- Immunizations and injections (excluding cost of vaccines)
- External lab draws
- Medical supplies
- Referral management
- Health challenges, group education, health fair support
- HSA fee collection

Clinical Management

- Provider technology – EMR, e-prescribing, decision support
- Clinical operations support and oversight
- Quality control
- Training & development
- Regulatory compliance

Participant Services

- Communications strategy and plan
- Incentives and wellness challenge strategy and support
- Production and printing of communications materials
- Healthy Like Me campaign
- MyHealth report
- Personal health record
- Health risk assessments
- Secure messaging with provider team
- Appointment scheduling and electronic reminders
- Health activity tracking
- Incentives platform
- Mobile app
- Claims submission/HSA processing
- Patient surveys
- Medical record requests
- Help desk services

Customer Services

- Account management
- Health center management
- Broker / consultant engagement
- Annual review / vendor summit
- Technology platform
- Interface operations - encounter imports, census, data feeds
- Healthcare analytics services
- Clinical Activity and Trends (CAT) Reporting - monthly, annual, custom
- Financial and Clinical Trends (FACT) reporting
- Customer forum
- HIPAA and IT security

General and Administrative

- Human resources
- Executive leadership and support
- Supplies purchasing
- Billing/finance
- Corporate facilities

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: McClellan Health

- Target clinic opening date?
  See above
- Scope of current occupational health services?
  See above
- Total number of occ health visits (also broken down by type if possible)
  See above
- Were all the occ health visits listed on page 29 handled in the clinic?
  See above
- Which clinic staff member is currently providing the DOT physicals? RN, NP, etc.
  See above

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: Magellan Health

Exhibits - Table of Contents:

- **Exhibit 1**
  - Occupational Health Overview & Scope of Services
- **Exhibit 2**
  - Facilities Welcome Packet
- **Exhibit 3**
  - IT Security Audit
- **Exhibit 4**
  - Clinical Leadership Structure
- **Exhibit 5**
  - Clinical Staff Roles and Responsibilities
- **Exhibit 6**
  - Primary Care Overview & Scope of Services
- **Exhibit 7**
  - Behavioral Health Services Overview
- **Exhibit 8**
  - Quality Assurance and Review Process
- **Exhibit 9**
  - Escambia Sample Project Plan
- **Exhibit 10**
  - Sample Population Stratification Report
- **Exhibit 11**
  - Sample CAT Report
- **Exhibit 12**
  - Sample FACT Analytics
- **Exhibit 13**
  - Sample Year End Review
- **Exhibit 14**
  - Sample ROI and Outcomes Reporting
- **Exhibit 15**
  - Escambia Schools Case Study
- **Exhibit 16**
  - Sample myHealth Report

- **Exhibit 17**
  - Sample Communications Materials
- **Exhibit 18**
  - Patient Experience Survey
- **Exhibit 19**
  - 2019 Annual Customer Survey
- **Exhibit 20**
  - Sample Marathon Health Questionnaire
- **Exhibit 21**
  - 2020 Health Promotion Catalog
- **Exhibit 22**
  - Health Education Handout Samples
- **Exhibit 23**
  - Triple Aim Performance Guarantees
- **Exhibit 24**
  - Marathon Health Company Overview
- **Exhibit 25**
  - The Marathon Health Difference
- **Exhibit 26**
  - Marathon Health Fixed Fee Detail



Occupational Health Services

Poor employee health is costing businesses as much as $260 billion per year in lost productivity and absenteeism. Unhealthy employees can lead to an increase in accidents, turnover, and claims costs. **The Center for Disease Control and Prevention finds occupational health services save money by reducing absenteeism due to illness or injury, overtime to cover absent employees, and costs to train replacement employees.**

Our Solution

Marathon Health's occupational health services manage workplace injury and disability. **We tailor our occupational health service options to fit the needs of your business, workforce, and state worker's compensation laws.**

Worksite health centers provide initial treatment of injury to reduce use of expensive ER services. Other occupational healthcare services, included below, can be added to meet the needs of your organization.

Physical Exams and Screenings: To prevent injury and disability, we offer pre/post-employment, DOT, police, and firefighter physicals, ergonomic assessments, respirator clearance exams, travel medicine, medical surveillance, as well as drug and alcohol testing, vision testing, spirometry, audiometry, and return to work medical clearance.

Physical Therapy: To improve employee mobility and reduce or eliminate pain, physical therapists perform physical assessments and treat strains and injuries on the back, neck, arms, and legs. A physical therapist can perform wellness assessments and treatment plans to decrease expensive downstream musculoskeletal costs.

Case Management: A dedicated case manager coordinates care of injured employees and communicates treatment status with the employer with the goal of reducing recovery time and work-loss days.

Proven Savings

Marathon Health measures the impact of worksite occupational health services through redirected care savings and reduction of work-loss injury. Occupational health services also support higher employee productivity and reduce absenteeism.

As demonstrated, Marathon Health's first treatment of injury reduces emergency department use by 20 percent and achieves up to 30 percent reduction in injury costs with case management. Additionally, Marathon Health models that occupational health services reduce DART injuries by 5 to 10 percent and reduces medical and indirect costs by 10 percent.

20% ↓

Reduction in emergency department use with occupational health services

30% ↓

Reduction in injury costs with case management.

> "As a city, we're spending taxpayer dollars and are mindful of that. We wanted reporting to show ROI as well as claim cost avoidance."
>
> *– Madeline Green, director of risk management, City of Chattanooga*

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Occupational Health Service by Role

Occupational Service	Description	Training Requirements	MA	LPN/ LVN	RN	NP	PA	MD/ DO	PT
Urine Drug Screen DOT	5 Panel UDS	Completion of UDS Media Lab training and certified through practice mock sessions. See Urine Drug Screen Policy (UDS) Policy	●	●	●	●	●	●	
Urine Drug Screen non-DOT	All UDS that is not DOT regulated	Completion of UDS Media Lab training and certification through practice mock session, just like DOT; See Urine Drug Screen Policy (UDS) Policy	●	●	●	●	●	●	
Breath Alcohol Testing BAT	DOT or non-DOT regulated breath alcohol testing	Online course completion and training session done to practice mock sessions.	●	●	●	●	●	●	
Pulmonary Function Testing PFT	PFT for non-work related exams	Online course completion and certified through mock sessions	●	●	●	●	●	●	
Pulmonary Function Testing for Firefighters	Spirometry that is used to calculate FVC and FEV1	Completion of NIOSH approved spirometry training course. Typically a 2 day course.	●	●	●	●	●	●	
Respiratory Fit Testing (qualitative)	A qualitative test of pass/fail that relies on the employee's response to test agent. OSHA Protocols include bitrex, irritant smoke or saccharin.	Watch below video and completion of Media Lab Training: https://www.osha.gov/video/respiratory_protection/fittesting.html	●	●	●	●	●	●	
Respiratory Fit Testing (quantitative)	A quantitative test includes the use of a PortaCount by measuring the concentration of particles that leak into a respirator.	Clinician trained on PortaCount machine.	●	●	●	●	●	●	
Audiometry	Measuring an individuals hearing involving thresholds and differing frequencies.	Trained by a certified technician if using an autoprocessor audiometer.	●	●	●	●	●	●	
EKG test		Can be performed by any clinician that is familiar and comfortable with the EKG machine. A media lab training is required with competency sign off.	●	●	●	●	●	●	
EKG Interruption	EKG interpretation and recognition of any life threatening cardiac arrhythmias.	Depends upon comfort level of clinician (NP, PA, MD/DO) If clinician is not comfortable can ask collaborating MD to do EKG overreads. See Performance of EKG's policy.				●	●	●	
Titmus Vision Screener	Vision screener used for screening employees of various job functions.	No required training. Staff should be comfortable with using the machine and review the manual on operations.	●	●	●	●	●	●	

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Occupational Service	Description	Training Requirements	MA	LPN/ LVN	RN	NP	PA	MD/ DO	PT
1st Treatment of Injury	1st treatment of any work-related injury that may occur to an employee on the job.	Varies by state law. First treatment of injury sometimes require a board certified occupational health specialist.				●	●	●	
Workers' Compensation	Ongoing treatment and exam performed on individuals who have been out on workman's compensation claim.	Varies by state law. Workers compensation sometimes require a board certified occupational health specialist.				●*	●*	●*	
Return to Work Physicals	This physical evaluates a candidate who has been out of work for any reason to see if they are physically fit for the job description they will be starting.	Varies by state law. Workers compensation sometimes require a board certified occupational health specialist.				●*	●*	●*	
Fire Fighter Physical Part 1	Includes blood draw, PFT, Audiometry, vision, immunization, EKG	See above training for audiometry, vision screening and PFT.	●	●	●	●	●	●	
Fire Fighter Physical Part 2	Includes physical exam and review of medical questionnaire	No additional training to complete fire fighter physical. Provider should reference NFPA 1582 on guidelines for medical examination.				●	●	●	
Police Physicals	Includes blood draw, PFT, audiometry, vision, TB, EKG, physical exam and review of medical questionnaire	No additional training to complete for a police physical. Provider should reference any state, county or city guidelines for academy or squad admittance.				●	●	●	
DOT Physical	An examination required by the DOT in order for an individual to receive a commercial driver's license.	Must be a certified medical examiner which includes completion of online or classroom training and passing the certification test required by FMCSA.				●	●	●	
Fit for Duty Exams	An examination to determine if a worker is ready to return to work after an injury, the examiner ensures that the worker has the capacity to safely perform the essential job functions with or without accommodation. May require a completed FCE prior to exam for examiner to evaluate.	Occupational Health Physician is most states						●	
Medical Surveillance	An evaluation of exposure to chemicals or agents to determine levels are appropriate with protection provided by employer. Examples: Hexavalent Chromium, Asbestos and Silica	No training required, but review of Marathon policy and forms required.				●	●	●	
Functional Capacity Evaluations	Physical evaluation that includes an examination of strength, range of motion, flexibility, etc.	Typically performed by Physical Therapist							●

**Refer to state laws. Possibly needs to be an occupational health specialist.*

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Marathon Health

Facilities Welcome Packet



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10.30.2019



Marathon Health

Facilities Welcome Packet

Table of Contents

3 Client Obligations Under Contract

4 Furniture and Supplies, Cleaning, Security and Fire, Timeline

5 Exhibits

5 Exhibit A: Standard Room by Room Specifications

11 Exhibit B: Equipment Location List

13 Exhibit C: MH Delivery and Installation Checklist

14 Exhibit D: Building Information

15 Exhibit E: Sample Health Center Layout

17 Furniture and Equipment Examples

17 Exam Table

18 Standard Phlebotomy Chair

19 Exam Table and Phlebotomy Chair Color Options

20 Physical Therapy Table and Color Options

21 Medication Storage Cabinet

22 Medication Storage Cabinet Finishes

23 Lab Refrigerator

24 Lab Specimen Pass-Through

25 Eye Wash Station

26 Lab Specimen Box

Welcome

The Marathon Health Project Management team divides each health center implementation into five functional areas of focus: IT, Communications, Recruitment, Clinical Workflow Design, and Facilities. This welcome packet is an introduction and guide to executing the steps of a successful Facilities launch. The Facilities functional area is separated into two main components: the physical structure of the health center and the furniture, decorations, and supplies that fill it. This packet provides a high-level overview of the timeline, delegation of responsibilities, and deliverables needed to bring the health center live on time.



Client Obligations Under Contract

Section 6.1 of the contract states:

> Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this agreement, including fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, unrestricted internet connections, and non-medical furnishings. Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.

The Project Manager at Marathon Health (MH) can assist with the design of a health center location by providing mock ups of possible spaces. Once a location is finalized, the MH facilities lead will consult with the Marathon Health IT department and provide the final mock up with electrical drops to the client and general contractor/architect if applicable. If you would like a furniture quote for the space, Marathon Health's preferred vendor, Creative Office Pavilion (COP), can provide a quote for you once we supply them a CAD of the health center space. Please refer to the standard Room by Room Specifications, which follow, for introduction to Marathon Health's specifications. A sample layout is provided in this packet.

Furniture and Supplies

Marathon Health provides all medical equipment and supplies including exam tables, medical stools and the phlebotomy chair. The client chooses the colors for each of these to fit within the design scheme of the health center. The client is responsible for choosing and supplying all decorations to be hung in the health center. The client facilities team is responsible for hanging decorations and providing internal and external signage for the health center.

Cleaning

The client is responsible for arranging for a cleaning service for basic office cleaning. The cleaning company's responsibilities include but are not limited to; vacuuming, dusting, sweeping, mopping, emptying trash (Red Biohazard medical waste containers should be left alone and are the responsibility of Marathon Health), wiping down counters and sinks, wiping down exam tables and waxing floors every 6 months (or as required by type of flooring). The cleaning company is also responsible for cleaning the restrooms and refilling supplies including soap, paper towels, and toilet paper and changing light bulbs in the health center. The Health Center staff will wipe down counters, exam tables, and phlebotomy chair throughout the day. Marathon Health clinical team is responsible for cleaning any spills; your cleaning service should not clean soiled areas and should maintain safe cleaning practices. The cleaning staff must be given access to the health center and to any keyed rooms within the health center.

Security and Fire

The staff must be provided keys to the health center and to lockable rooms inside. All interior doors to clinical areas should be lockable and may be keyed the same. The exterior door should also be lockable and keyed differently from the interior doors. Eligible participants of the health center should not be required to use a key card to access the health center. If door locks are required, the locks must be programmed to remain open during business hours. Clinical staff may lock drawers, cabinets and lab drop off boxes; keys to these will not be provided to the cleaning crew or to any representative of the customer.

Marathon strongly urges our customers to not place security cameras inside of the health center or at the entrance. We view cameras as a barrier to care. Marathon Health takes the safety of our employees and patients very seriously and is committed to operating safe and secure health centers. If you are considering adding security cameras to your health center please inform your Project Manager before any final security decisions are made.

It is the responsibility of the client to ensure the facility meets all fire codes and contains smoke alarms and a sprinkler system when required. Marathon Health does not have a requirement related to alarm systems, however if the facility is equipped with an alarm system, the client must train the staff on its use and expectations regarding arming the system.

Timeline

All permits and certificates of occupancy must be received approximately two weeks prior to opening, in accordance with local codes, policies, and procedures.

If the timeline for opening is delayed by construction, Marathon Health will work with you to reset the goal live date. Marathon Health cannot guarantee it will be the same timeframe as the delay. For example, if the construction timeline slips one week, Marathon cannot guarantee that the opening would be one week later. Marathon Health will do its best to accommodate timeline changes and schedule the opening as soon as possible.

The average Marathon Health implementation takes about three and a half to four months but is dependent on a number of factors, perhaps most directly, the scheduled delivery of the facility. For more specifics please refer to your specific project plan timeline prepared by the Marathon Health Project Manager on the project.

Exhibits

Exhibit A breaks the health center down room by room and discusses the infrastructure and furniture requirements of each space. Examples of furniture or supplies follow room descriptions. Per the Project Plan all furniture needs to be ordered 6-8 weeks prior to the desired delivery date, the delivery date should be about 2 weeks prior to go live.

Exhibit B contains equipment contained in each room.

Exhibit C contains ordering and delivery information for medical furniture.

Exhibit D contains information Marathon Health requires to apply for an insurance policy.

Exhibit E contains a sample layout.

Exhibit A: Standard Room by Room Specifications

Reception Area:

Sizing and Infrastructure Requirements

- ☐ Minimum of 120 square feet.
- ☐ Power requirements:
  - ☐ 1- Quad 110 Power (by reception desk).
- ☐ Phone/Data requirements:
  - ☐ 4 Data drops by desk.
  - ☐ 1 Analog fax line by desk.
- ☐ A door entry chime should be placed on the front door.
- ☐ If security is of concern, discuss with Project Manager system or video doorbell to be installed by client.
- ☐ The medical assistant's desk should be positioned to allow easy access to the rest of the health center.
- ☐ While not required, it may be valuable to add a TV or speakers to the reception area to aid in sound proofing the area.

Marathon Health Supplied Furniture and IT

Computer requirements to be supplied by Marathon Health.

- ☐ Laptop and printer for medical assistant (MA).

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Reception area or desk to be supplied by client. Desk should include cabinets that lock with the ability to hang files. Grommet holes should be placed in the desk for cord management.
- ☐ Reception/Medical Assistant desk should face patients coming into the health center. Desk must be positioned in a way that staff's computer screen will not be viewable to the visitors.
- ☐ Furniture that printer/fax/copier can be placed on. Copier size: 17" wide, 20" deep, 18" tall.
- ☐ Space should allow for the recommended two chairs and a small table placed in between as well as reception desk and book shelf.
- ☐ Marathon Health recommends including an armless or bariatric chair in the reception area.
- ☐ Music can be provided in waiting room area (optional provided by client).
- ☐ Television to provide Marathon Health content loop (optional provided by client)

Common area/Entrance (outside the health center):

Sizing and Infrastructure Requirements

- ☐ Secure/exclusive access for Marathon Health staff and client janitorial staff
- ☐ Proper lighting for access after hours
- ☐ Signage must be provided that indicates health center hours and lunch hours
- ☐ Entrance to common area (i.e. vestibule) should be accessible by our lab for lab pick up; recommended access via key pad entry with lockable doors to any/all other areas within the building

Exam Rooms:

Sizing and Infrastructure Requirements

- ☐ Square Footage: 10 x 12 (minimum) (120 sq ft).
- ☐ Plumbing for water/sink is required in each exam room.
- ☐ Exam rooms must be in proximity to the lab.
- ☐ Power requirements:
  - ☐ 1- Dual 110 power over the sink.
  - ☐ 1- Dual 110 power near where the exam table will be placed.
  - ☐ 1- Dual 110 power on wall where clinician's desk will be place.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops by desk.
- ☐ If there is a window in the exam room, window dressings are required for privacy.
- ☐ Door(s) to exam rooms ideally do not have windows. If so, there must be a way to close off the window completely for patient privacy.
- ☐ The exam room door should open such that it blocks the view of the exam table, if this is not possible a privacy curtain should be placed inside the exam room that wraps around the entrance to block the view of the exam table. Privacy curtain would be provided by client.
- ☐ Luxury Vinyl Tile (LVT) or VCT Vinyl Covering Tile (VTC). No carpeting.
- ☐ The exam room door should have a coat hook on the back of the door.
- ☐ Sound proofing in and above all walls of the exam rooms. Recommend, when possible, walls are constructed to the deck. If not, insulation within and above the walls recommended.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ A minimum of 48" wide wall-mounted cabinet above the sink (proper wall support needed to support mounted cabinet) and 48" wide base cabinet under the countertop. Cabinets should be lockable and keyed the same in all exam rooms and lab.
- ☐ A minimum of 24"x48" countertop space (high pressure laminate surface).
- ☐ A desk (30"x48" minimum with at least one file drawer) and chair for the provider. Grommet holes should be placed in desk for cord management.
- ☐ If the exam room is doubling as a provider office a book case should be included.
- ☐ An armless or bariatric chair for the patient.
- ☐ Sink (standard 18"-20" wide drop-in sink in the countertop) with a paper towel and soap dispenser. *Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.*
- ☐ Any chairs in the health center should be of a material easily wiped down and cleaned, such as vinyl. No cloth.

Marathon Health Supplied Furniture and IT

- ☐ 1 Exam table (must fit in a location that does not face the opening of the exam room door). Standard exam table is 27" wide by 32" high by 72" long.
- ☐ 1 Stool for Provider (in each exam room).

Computer requirements vary by health center. Computer equipment is supplied by Marathon Health.

Lab:

Sizing and Infrastructure Requirements

- ☐ If the Medical Assistant for the health center is covering both the reception and the lab, the lab should be positioned so it is easy for the Medical Assistant to get to the lab and have clear line of sight to the front door. The Area needs to be accessible/proximity to Exam Rooms and Reception.
- ☐ Square Footage: 10 x 10 (optimal) (100 sq. ft).
- ☐ Power requirements:
  - ☐ 1-2- Dual 110 Power over the counter space (depending on the size of the health center) *Note: 110 power needed for outlet near the lab fridge.*
  - ☐ Lab fridge to be placed on a backup generator if possible. In the event of a prolonged power loss.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops by desk.
- ☐ Access/proximity to bathroom; ideally bathroom is next door to lab (if lab space is provided). If a lab space is available, a pass through window to the lab for specimens is optimal.
- ☐ Luxury Vinyl Tile (LVT) or VCT Vinyl Covering Tile (VTC). No carpeting.
- ☐ A faucet mounted eyewash unit must be included in the lab space, to be supplied by customer (example provided in exhibit E).
- ☐ Sound proofing in and above all walls of the lab. Recommended, when possible, walls are constructed to the deck. If not, insulation within and above the walls.

Marathon Health Supplied Furniture and IT

- ☐ Phlebotomy chair.
- ☐ One small medical refrigerator. Recommended size 4.1 cubic feet
- ☐ Small label printer for lab orders.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ A minimum of 24"x96" countertop space (solid surface countertop preferred). Allows space for lab work and centrifuge. Grommet holes should be placed in desk for cord management.
- ☐ Under counter space opening, at least 33" high, for under counter refrigerator. DMARC closet should be located in a central space close to the reception area where the data connection terminates.
- ☐ An armless or bariatric chair for the patient (or phlebotomy chair if there is no lab. Marathon Health supplied the phlebotomy chair if needed.)
- ☐ Sink (standard 18"-20" wide in the countertop) with a paper towel and soap dispenser.

  Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.

Bathrooms:

Sizing and Infrastructure Requirements

- ☐ Must meet all ADA requirements.
- ☐ Square Footage: 7 x 11 (minimum) (77 sq ft).
- ☐ Power requirements: 1- Dual 110 power.
- ☐ Drug Screening and DOT testing requirements:
  - ☐ Ability to turn off water supply to toilet and sink from outside of bathroom.
  - ☐ No fixed soap dispensers.
  - ☐ No automatic flushing on toilets.
- ☐ Pass through window to lab or exam room depending on health center space and layout (see notes in Exam Room and Lab sections).
- ☐ Tile walls and flooring preferred.
- ☐ Not required but ideal: either a pull cord/call button/ bell for those needing assistance.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Minimum of 24"x36" countertop space (high pressure laminate surface).
- ☐ Sink (standard 18"-20" wide drop-in sink in the countertop) with paper towel and soap dispenser (not fixed to the wall – should be removable).
- ☐ Free standing or wall mounted cabinet for storing sample cups and wipes.
- ☐ Specimen pass-through window from bathroom to lab.

Vitals Nook:

Sizing and Infrastructure Requirements

- ☐ For larger health centers, the vitals nook is a backup vitals area to be used when the lab is occupied.
- ☐ Dimensions vary on cabinetry and available space, however the nook is an open area off of a hallway large enough for a chair, scale, a cabinetry/sink unit and wall space for BP cuff and thermometer.

Marathon Health Supplied Furniture and IT

- ☐ Medical supplies required for patient rooming.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Bariatric or armless chair.

DMARC/IT Closet:

Sizing and Infrastructure Requirements

- ☐ DMARC closet should be located in a central space close to the reception area where the data connection terminates.
- ☐ All House wiring (Cat6e or better data cables going to workstations should terminate in the DMARC area).
- ☐ Minimum of four 110 volt outlets.
- ☐ Internet connection 10 mbps (up/down).
- ☐ If the DMARC location has a rack, a minimum of two rack units is required; a rack is not a requirement.
- ☐ If there is a shelf for the IT equipment it must be at least 3'x1'.
- ☐ Physical access to DMARC for troubleshooting purposes.

Marathon Health Supplied Furniture and IT

- ☐ Firewall.
- ☐ Aruba Access Point.

Storage Space:

Sizing and Infrastructure Requirements

- ☐ Power requirements: 1- Dual 110 power.
- ☐ Clean storage closet 75 sq ft minimum
- ☐

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Appropriate shelving units for the space.
- ☐ Ability for storage space closet to lock.
- ☐ Additional smaller storage closet for dirty items such as biohazard waste and cleaning supplies.

Health Coach Consult /Training Space:

Sizing and Infrastructure Requirements

- ☐ Square footage: 10′ x 12′ (minumum) (120 sq ft). Size may be larger depending upon use as a training room.
- ☐ Power requirements: 2-Dual 110 power on multiple walls
- ☐ Phone/Data requirements: 2 Data drops by desk.
- ☐ Sound proofing in and above all walls of the exam rooms. Recommend, when possible, walls are constructed to the deck. If not, insulation within and above the walls recommended.
- ☐ While not a requirement, if the conference room will be used for group presentations, considerations should be given to projectors, televisions, conference phones etc. Please discuss with your Project Manager and IT lead.

Marathon Health Supplied Furniture and IT

Computer requirements vary by health center.
Computer equipment is supplied by Marathon Health.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Desk with grommet holes for cord management and task chair
- ☐ Table, chairs, cabinet, and shelving

Behavioral Health/Counseling Room:

Sizing and Infrastructure Requirements

- ☐ Square footage: 10′ x 10′ (minumum) (100 sq ft).
- ☐ Power requirements:
  - ☐ 2-Dual 110 power on multiple walls.
  - ☐ Phone/Data requirements: 2 Data drops by desk.
- ☐ Sound proofing in and above all walls of the counseling room.
- ☐ Lighting: soft ambient lighting available in space.

Furniture Requirements (to be supplied by furniture vendor/client)

- ☐ Desk with grommet holes for cord management and task chair.
- ☐ Small sofa and comfortable chairs for counseling services.
- ☐ Shelving, lamps, and area carpet for counseling space to create warm and inviting atmosphere.

Marathon Health Supplied Furniture and IT

Computer equipment is supplied by Marathon Health.

Physical Therapy Room:

Sizing and Infrastructure Requirements

- ☐ Minimum 500 sq. ft. (Room space requirements and space fit-up requirements may vary if offering Pre-employment Physical Therapy Exams).
  - ☐ Depending upon size of space an additional office and storage area may be needed for the Physical Therapist.
- ☐ Vinyl Covering Tile (VCT) flooring, small area of room with carpet flooring for stretching or Marathon Health can provide mats.
- ☐ Sound proofing in/above walls of PT room. Recommend when possible, walls are constructed to the deck. If not, insulation within and above the wall recommended.

  Backing in walls should be built to support hanging heavy equipment. Equipment specifications and equipment location to be provided by Marathon Health.
- ☐ Power requirements:
  - ☐ 1- Dual 110 power over the sink.
  - ☐ 1- Dual 110 power near where the treatment table will be placed.
  - ☐ Multiple walls with dual 110 power placed around the room for equipment.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops by desk.
- ☐ Mirror on wall that is 5ft x 5ft for exercise demonstration.

Furniture Requirements (to be supplied by furniture vendor/client)

- ☐ A minimum of 48" wide wall mounted cabinet above the sink (proper wall support mounted cabinet) and 48" wide base cabinet under the countertop. Cabinets with the ability to lock preferred.
- ☐ A minimum of 24"x48" countertop space (high pressure laminate surface).
- ☐ Desk with grommet holes for cord management (30" x 48" minimum with at least one file drawer) and chair for the provider.
- ☐ An armless or bariatric chair for patient.
- ☐ Sink standard 18"-20" wide drop-in sink in the countertop) with a paper towel and soap dispenser.
- ☐ Adjustable shelving unit up to 90 inches that can hold 100 lbs. per shelf for functional testing (shelving height may vary if performing Pre-employment Physical Therapy Exams).

Marathon Health Supplied Furniture and IT

- ☐ 1 Treatment Table. 26" wide by 77.75" long.
- ☐ 1 Stool for Provider.
- ☐ Physical Therapy equipment such as weights, exercise ball, traction system, Ultrasound/E-stim Machine, Total Gym (equipment may vary based upon contract and scope of services provided by Physical Therapist).

Computer equipment is supplied by Marathon Health.

Breakroom:

Sizing and Infrastructure Requirements

- ☐ Power requirements:
  - ☐ 2- Dual 110 power on multiple walls.
- ☐ Phone/Data requirements:
  - ☐ 2 Data drops in room.
- ☐ Plumbing for water/sink.
- ☐ Sound proofing in and above all walls of exam rooms. Recommend, when possible, walls are constructed to the deck. If not, insulation within and abve the walls recommended.

Marathon Health Supplied Furniture and IT

- ☐ Refrigerator for breakroom.

Furniture Requirements (to be supplied by furniture supplier)

- ☐ Cabinets, countertop, breakroom table and chairs.

Exhibit B: Equipment location list

Room By Room Equipment and Location List (1 of 2)				
Room	**Equipment**	**Ideal Location**	**Who is responsible for ordering**	**Who is responsible for install/mounting**
Reception	Reception Desk and Chair	Floor	Customer	Customer
	Patient chair - Armless or Bariatric	Floor	Customer	Customer
	AED	Mounted on the wall near front of the health center (hallway or reception)	Marathon Health	Customer
Lab	Eye wash	Built into faucet	Customer	Customer
	Monitor/Docking Station/ Keyboard/Mouse	Countertop	Marathon Health	Marathon Health
	Phone	Countertop	Marathon Health	Marathon Health
	Cholesterol Machine	Countertop	Marathon Health	Marathon Health
	Phlebotomy Chair	Floor	Marathon Health	Marathon Health
	Centrifuge	Countertop	Marathon Health	Marathon Health
	Refrigerator	Under countertop 32" H x 19.38" W x 22" D. Allow for 33.5" high for bracket. Fridge should be connected to a backup generator if possible.	Marathon Health	Marathon Health/ Customer (if putting on backup generator)
	Scale (place in Vitals nook, if available)	On the floor with display unit wall mounted. Bottom aligned ~52" from floor	Marathon Health	Customer
	Height measurer	Mounted in space available in Vitals area. (Mount with bottom ~ 2.5' from the floor).	Marathon Health	Customer
	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer
Restroom	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer
	Specimen Window	Built into wall shared between lab and restroom	Customer	Customer
	Bathroom Cabinet	Freestanding or wall mounted cabinet for storing specimen cups and wipes.	Customer	Customer
Exam Room/Provider Office/Health Coaching	Monitor/Docking Station/ Keyboard/Mouse	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Phone	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Otoscope Tip Holder	Mounted next to patient chair	Marathon Health	Customer
	Thermometer	Mounted next to patient chair (50" to the bottom)	Marathon Health	Customer
	BP Cuff Basket	Mounted next to patient chair (52" to the bottom of the basket)	Marathon Health	Customer
	Glove dispenser	Mounted next to exam table (align top 60" from floor)	Marathon Health	Customer
	Sharps Container	Mounted next to patient chair or exam table (50" from the floor for large bin, 54" from the floor for a small bin)	Marathon Health	Customer
	Floor lamp	Next to exam table	Marathon Health	Marathon Health
	Exam table	Angled in corner out of view from entrance	Marathon Health	Marathon Health
	Exam stool	Floor	Marathon Health	Marathon Health
	Patient chair- Armless or Bariatric	Floor	Customer	Customer
	Desk and Chair	Stand alone desk or desk built into sink unit	Customer	Customer
	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer

Exhibit B: Equipment location list

Room By Room Equipment and Location List (2 of 2)				
Room	**Equipment**	**Ideal Location**	**Who is responsible for ordering**	**Who is responsible for install/mounting**
Pediatric Exam Room	Monitor/Docking Station/ Keyboard/Mouse	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Phone	Stand alone desk or desk built into sink unit	Marathon Health	Marathon Health
	Child locks for low drawers and cabinets	Lower cabinetry	Customer	Customer
	Pediatric scale	Hallway/vitals nook	Marathon Health	Customer
	Otoscope tip holder	Mounted next to patient chair	Marathon Health	Customer
	Thermometer	Mounted next to patient chair (50" to the bottom)	Marathon Health	Customer
	BP Cuff Basket	Mounted next to patient chair (52" to the bottom of the basket)	Marathon Health	Customer
	Glove dispenser	Mounted next to exam table (align top 60" from floor)	Marathon Health	Customer
	Sharps Container	Mounted next to patient chair or exam table (50" from the floor for large bin, 54" from the floor for a small bin)	Marathon Health	Customer
	Exam Stool	Floor	Marathon Health	Marathon Health
	Pediatric exam table	Against the wall out of view from entrance	Marathon Health	Marathon Health
	Floor lamp	Next to exam table	Marathon Health	Marathon Health
	Patient Chair	Floor	Customer	Customer
	Nebulizer	Counter Top	Marathon Health	Marathon Health
	Patient chair- Armless or Bariatric	Floor	Customer	Customer
	Desk	Stand alone desk or desk built into sink unit	Customer	Customer
	Soap and Papertowel Dispensers	Near sink and cabinetry. Soap dispenser should be secured to the wall with screws.	Varies Marathon Health or Customer	Customer
Vitals area	Scale	On the floor with display unit wall mounted. Bottom aligned ~52" from floor	Marathon Health	Customer
	Height measure	Mounted in space available in Vitals area. (Mount with bottom ~ 2.5' from the floor).	Marathon Health	Customer
	BP Cuff Basket	Mounted next to patient chair	Marathon Health	Customer
	Thermometer	Mounted next to patient chair	Marathon Health	Customer
	Eye chart	Mount at end of hall with tape on floor 20' away	Marathon Health	Marathon Health
Breakroom	Breakroom Table and Chairs	Floor	Customer	Customer
	Microwave	Countertop	Marathon Health	Marathon Health
	Water dispenser	Countertop	Marathon Health	Marathon Health
	Refrigerator	Floor	Marathon Health	Marathon Health
Physicla Therapy	Treatment Table (Hi-Lo)	Floor	Marathon Health	Marathon Health
	Wall Mirror (5 ft x 5 ft)	Wall	Customer	Customer
	Ball Storage Rack	Wall	Marathon Health	Customer
	Dumbbell Wall Rack	Wall	Marathon Health	Customer
	Wall Mounted Cuff Weight Rack	Wall	Marathon Health	Customer

Exhibit C: MH Delivery & Installation Checklist

Must be completed and returned to the Marathon Health Project Manager with Furniture Order 8 weeks before Go Live. See attached.

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1. What is the location of the project (street address, city, state and zip code)
2. Is this project taking place in an existing building or new construction?
3. If new construction – Is this a Union jobsite, or are there requirements for furniture installers to be paid Union wage rates?
4. Will the furniture installation need to take place after hours or on the weekend?
5. Is this project located on the ground/1st level of the building? If not which floor(s) of the building is this occurring on?
6. Is there a loading dock at the building? If there is not a loading dock – what is the size of the largest door to access the building?
7. Are there any restrictions for unloading product at the building? Example – Specific times the loading area is available, restrictions on the length of trailer, or no trailer allowed, etc.
8. If other than ground floor, is there an accessible elevator? Freight or Passenger? What are the dimensions of the elevator opening? Are the hours for accessibility to the elevator restricted?
9. Is parking available onsite for the furniture installers?
10. Are there any background/security check requirements for furniture installers at this project site (some Federal Buildings for example have these requirements)
11. Any other comments/general notes about this project that may pertain to the furniture installation?

148 College Street
Suite 400
Burlington, VT 05401

t 802 660 7000
f 802 660 7007

creativeofficepavilion.com

Plan. Furnish. Perform

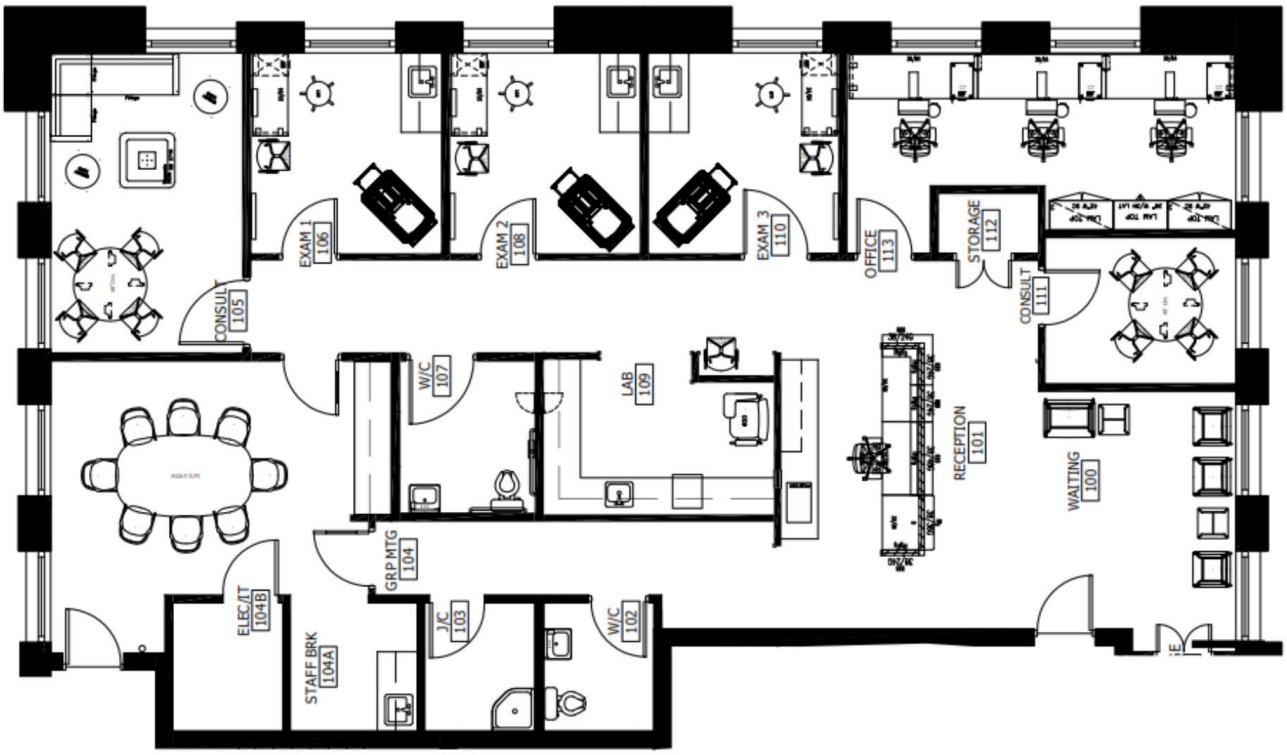
Exhibit D: Building Information

At least three weeks before Go Live the Marathon Health Project Manager must collect the following information for insurance purposes.

Year of building construction	
If over 25 years old, dates of any major upgrades to electrical, plumbing, or roof	
Type of construction	
Number of floors	
Total square footage of building	
Square footage of clinic space	
Does the building have a sprinkler system?	
Does the building have a central fire alarm system?	
Does the building have a central security alarm system?	

Exhibit E: Sample Health Center Layout

Marathon Health Center Model: 2,200 Square Feet



Marathon Health Center Model: 1,500 Square Feet

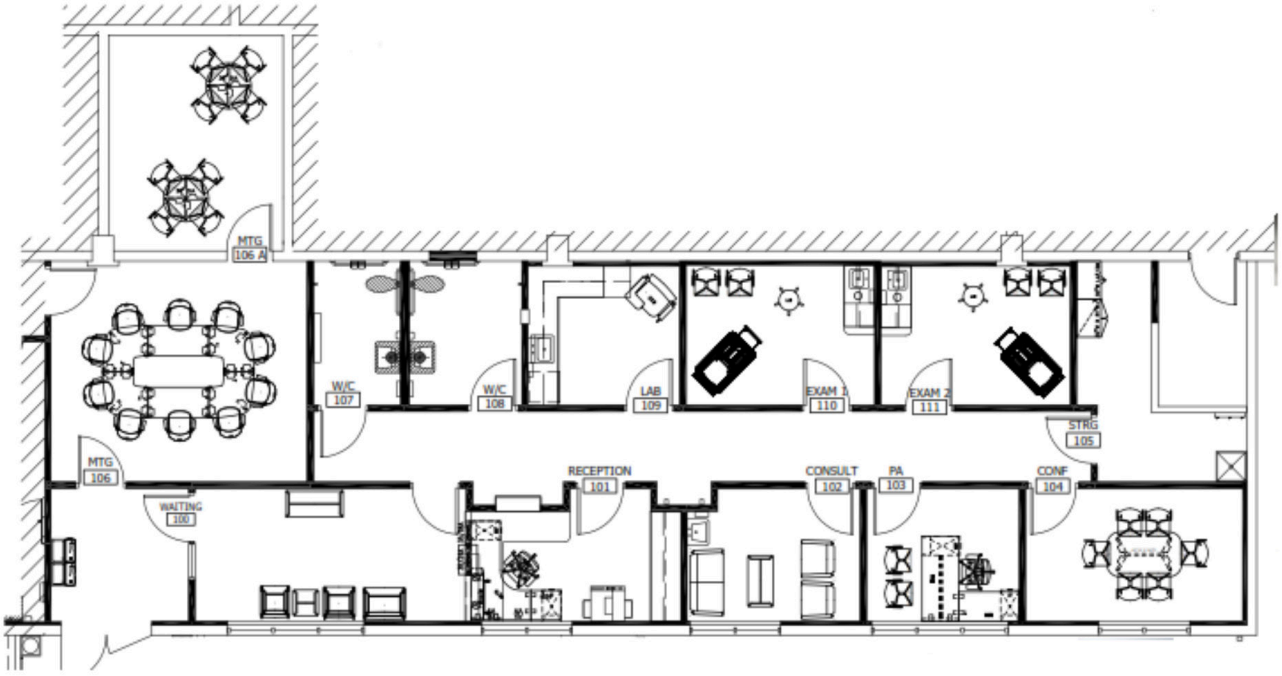
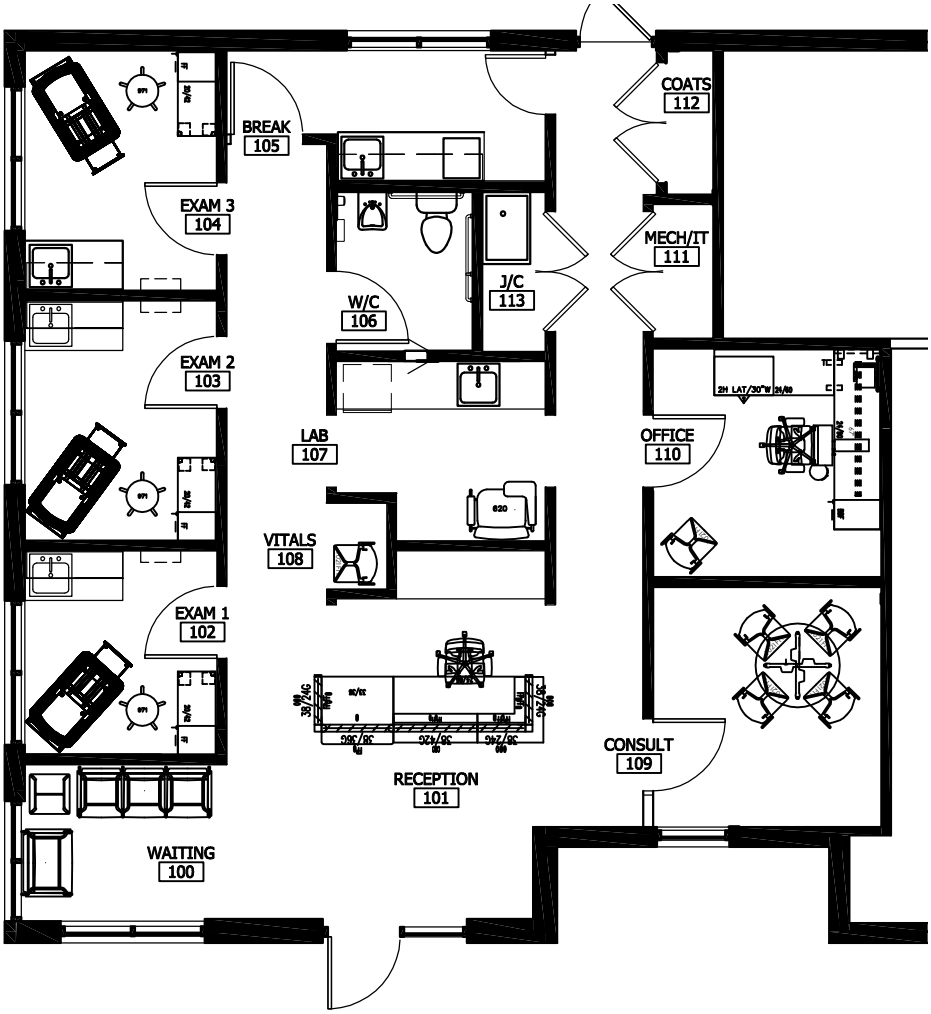


Exhibit E: Sample Health Center Layout

Marathon Health Center Model: 1,200 Square Feet



Furniture and Equipment Examples

Exam Table (see color options on p. 18)

CREATIVE OFFICE PAVILION





Intensa: 420 Examination Table
-Seamless Upholstered Top
-Five Position Continuous-Lock Stirrups
-Rubber Grip Pull-out Step
-Pull-out Leg Rest with integrated Treatment Tray
-Pelvic Tilt
-Paper Roll Holder
-Finish: Powder Coat; Color: Foghorn

Specifications
-500LB weight capacity
-27" wide Upholstered Top
-72" Overall length with Leg Rest extended
-18", 19 and 20" Paper widths
-COM Requirements: 3yds. Please submit sample for approval.

Options
-California TB-133
-Drawer Warming Kit: 420-DW
-Electric Outlet: 420-EO

Furniture and Equipment Examples

Standard Phlebotomy Chair (see color options on p. 18)



620

intensa
medical/laboratory seating & equipment

P.O. Box 5981 High Point, NC 27262
Toll-Free: 1-888-636-2660 Fax: (336) 884-4007

620
Bariatric Blood Draw/Phlebotomy Chair with Padded Arm Rest
Seat Height-22"
Seat Dimensions-24.5"W x 17"D
Overall Height 37.5"
Overall Width-34"
Overall Depth-29"
Armrest Adjustment Height 27" to 36"
Adjustable Leveling Glides
1/2" Chrome Plated Steel Foot Control
200 mm Hydraulic Height Adjustment
Weight Capacity-1200lbs
COM Requirments-2 yds.

Options:
California TB 133

Furniture and Equipment Examples

Exam Table and Phlebotomy Chair Color Options - Sample cards available



Furniture and Equipment Examples

Physical Therapy Table and Color Options

MedCraft Treatment Table

MedCraft™ 3-Section Hi-Low Treatment Table





Specifications:

Top measures:
- 26"W x 77.75"L

Head section:
- 16.25”L x 26.5”W

Fixed center section:
- 26”L x 26.5”W
- Foot section:
- 34.75”L x 26.5”W

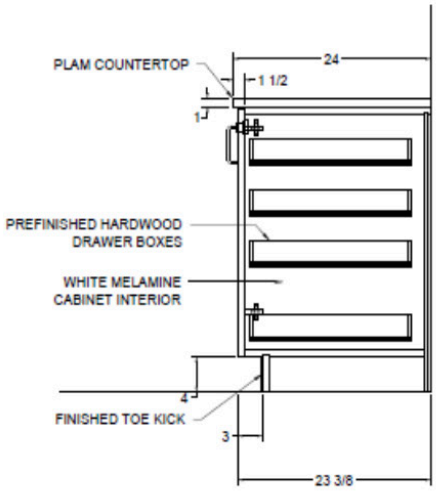
Highlights:
- The MedCraft table offers an attractive closed base system that hides all electrical components making the table look spotless.
- The frame is built of high quality square section steel tubing for maxiumum rigidity and stability
- Three piece top construction
- Fixed center section
- Hi-Low Controls: Foot or All-Round Bar Control (ARB)
- Integrated retractable 3” casters
- 500 lbs weight capacity

CREATIVE OFFICE PAVILION
make space happen

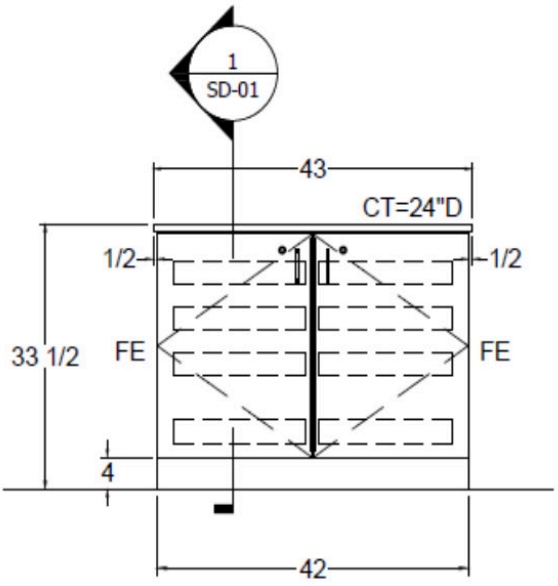
Furniture and Equipment Examples

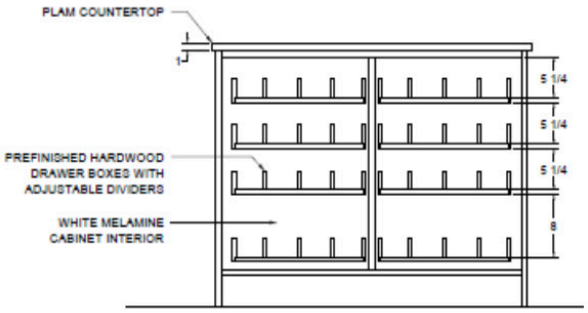
Medication Storage Cabinet: location dependent on layout (see color options on p. 21)





1/SD-01





2/SD-01

Lockable Medical Storage Cabinet

-Laminate Top and Cabinet
-120 degree hinges
-Full extension glides
-Pin Tumbler drawer and door locks
-4" satin chrome wire pulls

Furniture and Equipment Examples

Medication Storage Cabinet Finishes



Furniture and Equipment Examples

Lab Refrigerator: often stored under the counter in laboratory. ADA refrigerator available if needed.

accucold by SUMMIT APPLIANCE

www.accucold.com/product/FF511LBIMED2



FF511LBIMED2 SEE MATCHING FREEZER

Designed and constructed to meet strict CDC and VFC refrigeration guidelines

33.5" H x 19.25" W x 22.63" D
(85cm H x 49cm W x 57cm D)

SPECIFICATIONS

Overview	
Height of Cabinet	33.5" (85 cm)
Width	19.25" (49 cm)
Depth	22.63" (57 cm)
Depth with Handle	24.63" (63 cm)
Depth with door at 90°	40.75" (104 cm)
Capacity	4.1 cu.ft. (116 L)
Defrost Type	Automatic
Door	White
Cabinet	White
US Electrical Safety	ETL
Canadian Electrical Safety	ETL-C
Amps	1.4
Voltage/Frequency	115 V AC/60 Hz
Weight	70.0 lbs. (32 kg)
Shipping Weight	90.0 lbs. (41 kg)
Parts & Labor Warranty	2 Years
Compressor Warranty	5 Years

Refrigerator Features	
Door Swing	RHD
Reversible	Factory Reversible
Shelf Type	Wire
Shelf Qty	3
Adjustable Shelves	Yes
Thermostat Type	Digital
Fan Type	Interior and Exterior
Refrigerant Type	R134a
Refrigerant Amount	1.75oz.
High Side PSI	205.0
Low Side PSI	103.0
Level Legs Qty	4
Interior Light	Yes
Temperature Range	2° to 8°C

OVERVIEW

- User-friendly front control panel keeps the thermostat and alarm in reach without having to open the door
- Specially designed and featured to meet the CDC and VFC's guidelines for safe vaccine storage
- Flexible design allows built-in or freestanding use in 20" wide spaces
- Assembled in the USA from domestic and imported components
- High temperature alarm includes NIST calibrated external temperature readout (NIST certificate included)
- Factory installed lock provides security you can count on

DESCRIPTION

Accucold's MED2 series puts the most commonly requested features into a quality line of all-refrigerators and freezers specially designed to store vaccines and other sensitive materials in medical, scientific, pharmaceutical, and laboratory institutions.

The FF511LBIMED2 is an all-refrigerator sized just under 20" wide. The front breathing design allows built-in installation under counters, while the fully finished cabinet in white also enables freestanding use. This unit is designed with an external front control panel that allows users to adjust and monitor the temperature without opening the door or bending down to the floor. The front keyed lock is located towards the top of the door for added convenience. A hospital grade 'green dot' cord offers added safety in high traffic environments.

As recommended by the CDC and VFC programs, the FF511BIMED2 is equipped with a NIST calibrated thermometer that displays the current, minimum, and maximum temperatures to the nearest tenth of a degree with a readout viewable in Celsius or Fahrenheit. Each FF511LBIMED2 ships with a certificate of calibration for your records. The thermometer includes an audible alarm to warn users if the interior has gone out of the programmed temperature range. The buffered temperature probe is encased in a glycol-filled bottle and secured inside the center shelf to best simulate the temperature of other stored contents, resulting in the utmost accuracy for temperature reporting. We include a pre-installed 3/8" probe hole for users who wish to install additional monitoring equipment.

The generous 4.1 cu.ft. interior capacity includes adjustable wire shelves for optimum circulation, with one center fixed shelf to keep the temperature probe in place. This unit has a flat door liner, allowing you to fit deeper trays inside. An energy efficient LED interior light offers added visibility and easy use with an on/off rocker switch for added visibility. The internal fan ensures the interior is evenly cooled from top to bottom.

All MED2 series units are assembled in the USA from domestic and imported components. The FF511LBIMED2 can be paired with a matching low temperature all-freezer (FS407LBIMED2) or ordered in a lower 32" height for use under lower ADA compliant counters (FF511LBIMED2ADA). This unit can also be customized with additional features, including a self-closing door or USB temperature logger with a digital display. Contact our product specialists to learn more. Products in the MED2 series come with a two year warranty on parts and labor and a five year warranty on the compressor.

*NOTE: This unit's thermostat is pre-set for Celsius. If you prefer Fahrenheit, add complimentary option DTMEDF or let your sales representative know upon order.

FEATURES

Reliable temperature stability
Designed and engineered to store vaccines and other sensitive materials under stable temperature conditions

Built-in capable
Front-breathing system allows the unit to be used built-in

Digital thermostat
Digital microprocessor for easy and precise temperature management, with all controls externally located for added convenience

High/low temperature alarm
Audible alarm sounds if the interior temperature rises or falls out of set range

NIST calibrated temperature display
Alarm includes continuous NIST calibrated display of the current interior and high/low temperature, and can be switched from Celsius to Fahrenheit at the touch of a button

Buffered temperature probe
Thermometer probe is encased in a glycol-filled bottle and stored in a fixed box on the center shelf. This is the ideal way to produce temperature readings closest to stored contents, as recommended by the CDC and VFC's guidelines

Factory installed lock
Keyed lock conveniently located towards the top of the door for added security (2 keys included)

Automatic defrost
Reduced maintenance with auto defrost system

Internal fan
Fan-forced cooling ensures the unit is evenly cooled from top to bottom

Hospital grade cord with 'green dot' plug
Secure three-pronged cord for added unit safety in high traffic areas

Adjustable wire shelves
Rearrange refrigerator space to accommodate all sizes or remove shelves for simple cleanup

Flat door liner
Interior design conforms to CDC guidelines to ensure stable conditions for sensitive materials

LED lighting
Efficient lighting for the interior controlled by an on/off rocker switch that allows the user to manage the display

3/8" access port
Unit comes with a factory installed probe hole for users to connect their own monitoring equipment

Foamed-in-place cabinet
Quality design ensures efficiently insulated interior

Fully finished white cabinet
Allows the unit to be used freestanding

Height adjustable
Adjustable legs allow the unit to be sized from 33" to 34 3/4" high

Magnetic door gasket
Quality door gaskets ensure a tight seal for energy savings and improved performance

Matching freezer available
Pair with the FS407LBIMED2 to create a complete set

Extended warranty
This unit comes with a two-year limited warranty on parts & labor and five-year warranty on the compressor

Factory reversible door
Standard unit ships with a right hand door swing. For a left hand door swing, add option LHD upon order (due to its construction, this door is not reversible in the field)

100% CFC Free
Environmentally friendly design with no ozone-damaging chemicals

Lab Specimen Pass-Through

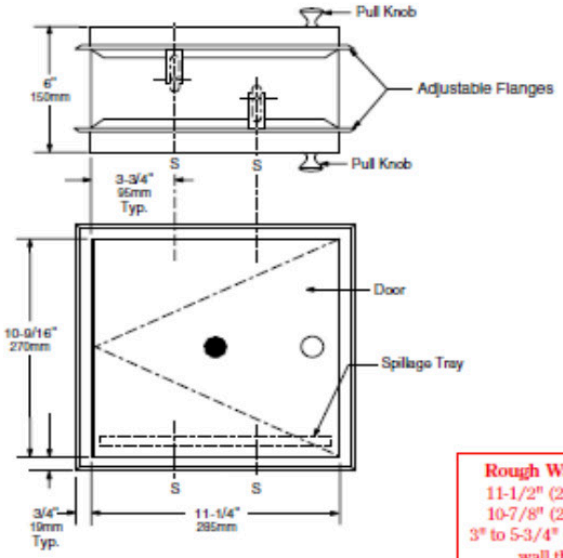
BOBRICK

Technical Data

RECESSED SPECIMEN PASS-THROUGH CABINET

B-505





Rough Wall Opening
11-1/2" (290mm) wide
10-7/8" (275mm) high
3" to 5-3/4" (75 to 145mm) wall thickness

MATERIALS:

Cabinet — 18-8 S, type-304, 22-gauge (0.8mm) stainless steel. All-welded construction. Exposed surfaces have satin finish. Two slots located on top and bottom for mounting.

Flanges (2) — 18-8 S, type-304, 22-gauge (0.8mm) stainless steel with satin finish. Drawn and beveled, one-piece, seamless construction. One mounting tab with screw hole located on top and bottom.

Doors (2) — 18-8 S, type-304, 18-gauge (1.2mm) stainless steel with satin finish. Each door is spring-loaded and secured to cabinet with a full-length stainless steel piano-hinge. Doors equipped with cast-aluminum pull knob, interlocking mechanism, and international graphic symbol identifying specimen cabinet.

Spillage Tray — 18-8 S, type-304, 24-gauge (0.6mm) stainless steel. All-welded construction.

OPERATION:

Interlocking mechanism on self-closing doors prevent both doors from being open at the same time; provides sight-barrier for complete privacy. Spillage tray is easily removed for cleaning.

INSTALLATION:

Provide framed rough wall opening 11-1/2" wide x 10-7/8" high (290 x 275mm). Wall thickness may be from 3" to 5-3/4" (75 to 145mm). Allow clearance for construction features that may protrude into rough wall opening. Coordinate with mechanical engineer to avoid pipes, vents, and conduits. Slide one flange onto cabinet so that screw holes in mounting tabs are aligned with mounting holes in cabinet. Center cabinet in wall opening. Slide second flange into place, aligning tabs with mounting holes and making certain entire perimeter of both flanges are tight against wall surface. Open one door and secure unit with four #10 x 1/4" (4.8 x 6.4mm) mounting screws (not furnished) through cabinet mounting holes and flange tabs at points indicated by an *S*.

SPECIFICATION:

Specimen pass-thru cabinet shall be type-304 stainless steel with all-welded construction; exposed surfaces shall have satin finish. Flanges shall be drawn and beveled, one-piece, seamless construction. Spring-loaded doors shall be self-closing and secured to cabinet with a full-length stainless steel piano-hinge. Doors shall be equipped with interlocking mechanism to prevent the door from opening when the other door is open, providing sight-barrier for complete privacy. International graphic symbol on doors shall identify specimen cabinet. Unit shall be furnished with a removable stainless steel spillage tray. Manufacturer's service and parts manual shall be provided to the building owner/manager upon request.

Specimen Pass-Thru Cabinet shall be Model B-505 of Bobrick Washroom Equipment, Inc., Clifton Park, New York; Jackson, Tennessee; Los Angeles, California; Bobrick Washroom Equipment Company, Scarborough, Ontario; Bobrick Washroom Equipment Pty. Ltd., Australia; and Bobrick Washroom Equipment Limited, United Kingdom.

The illustrations and descriptions herein are applicable to production as of the date of this Technical Data Sheet.
The manufacturer reserves the right to, and does from time to time, make changes and improvements in designs and dimensions.

Revised 8/09 Printed in U.S.A.
© 2009 by Bobrick Washroom Equipment, Inc.

Furniture and Equipment Examples

Example Eye Wash Station: Located in Lab



Example Lab Specimen Box

A lab specimen box is provided by the lab vendor. The examples herein are specifications from LabCorp. A place to mount that box will need to be determined during implementation. The box needs to be accessible after health center hours in for pick-ups that will take place after health center hours. The over-door model will not work if the door will be made of glass or with a window, so a location to mount the box will be determined during the implementation in those cases. Please work with your assigned Project Manager to help determine the location of this box.



Over the Door Lab Specimen Box Alternative
12″ Regular Arm
Height 11″ · Length 14″ · Depth 7″



Marathon Health Standard Lab Specimen Box
Height 11.5″ · Length 11.5″ · Depth 9″

NuHarbor SECURITY



Marathon Health

External Infrastructure Penetration Test Report

Executive Summary

Thursday, December 27, 2018

Version Control

EXTERNAL INFRASTRUCTURE PENETRATION TEST REPORT	
Client Name	*Marathon Health*
Client Contacts	*Tyler Sawyer*
Document Issue No	*1.1*
Authors	*Kyle Smith*
Approved by	*Tammy Carroll*
Delivery Date	*Thursday, December 27, 2018*
Data Classification	*Client Confidential*

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Table of Contents

Version Control **1**

Copyright **1**

Executive Summary **3**

NuHarbor Security Overview 3
Objective 3

Security Testing Overview **4**

Testing Approach 4
Testing Scope 4
Testing Focus 5
External Infrastructure Penetration Test Summary 6
External critical-risk vulnerabilities 7
External medium-risk vulnerabilities 7
External low-risk vulnerabilities 7

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Executive Summary

NuHarbor Security Overview

NuHarbor Security is a national leader of security, risk, and compliance management solutions and services. NuHarbor was founded on the belief that information security and risk management can be positioned as business enablers, thus creating a competitive advantage. We promote a new understanding of information security governance through the intelligent application of business controls that reduce business risk, reduce compliance overhead to client staff, and effectively deploy security technology that reduces technology debt.

Objective

NuHarbor's overall objective was to ensure that appropriate information security controls were implemented within Marathon Health's major environments, applications and computing platforms to preserve the integrity, confidentiality, and availability of its information and computing resources. Effective implementation of these security controls will aid in the prevention of unauthorized, accidental, or deliberate disruption, disclosure, modification, and use of Marathon Health's information technology resources. NuHarbor worked with Marathon Health's team to ensure that the following objectives were accurate and achieved Marathon Health's overall security requirements.

The following objectives were used as a guideline:

- Investigate whether an attacker could penetrate the system to be evaluated, without the organization providing any more information that would naturally be available to legitimate users
- Determine the likelihood that an attacker with access to computers connected to the Internet could compromise the specific systems under evaluation
- Penetrate the security of the system, acquiring capabilities that exceed those of a normal user
- Provide evidence that verifies the possibility of exploiting the vulnerabilities found, as well as the scope of these vulnerabilities
- Determine the degree of the organization's exposure to external attacks on its information security infrastructure

NuHarbor information security experts analyzed the network from a ***grey-box*** perspective according to the needs of Marathon Health and the objectives of the tasks to be performed.

The work performed provides a practical approximation of the weak points in Marathon Health's selected network infrastructure, describing the risks of such vulnerabilities, and facilitating the design of a plan for implementing countermeasures based on priorities established by Marathon Health. These priorities are determined according to Marathon Health's security goals and the quantity and severity of the vulnerabilities found. It is important to note, however, that this project should not be considered a full audit of Marathon Health's security posture, nor should it be thought of as an in-depth analysis of all possibilities to breach it.

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Security Testing Overview

Testing Approach

The tests performed considered the characteristics of Marathon Health's infrastructure and how it relates to the core business of the company. The tests were aimed at identifying problems in the authentication and access control components of the systems, the privacy and integrity of the data it processes and the availability of the infrastructure and its components. For the latter, all tests were planned and executed in accordance with the Marathon Health's guidelines and directives.

Testing Scope

NuHarbor conducted penetration testing on the following IP addresses/ranges:

- 162.250.57.196 - 162.250.57.223
- 216.114.151.2 - 216.114.151.34

Tests were performed using the following attacker profiles:

- An external attacker looking to identify exposed services and devices, gain privileges, access user data, obtain information on the services and devices and take over them via misconfigurations or known vulnerabilities.

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Testing Focus

NuHarbor Security consultants tested the in-scope environments, looking for the following issues:

- **Information gathering tests:** Attempt to identify live hosts, network topology, operating system, services provided, access control mechanisms, access servers and the interactions between systems
- **Generic vulnerability tests:** Attempt to determine the presence of known vulnerabilities and to exploit them. This includes vulnerabilities related to legitimately provided services such as HTTP, FTP, SMTP mail exchangers and gateways, DNS, IMAP/POP, file and print sharing services, etc.
- **Network characteristics and topology tests:** Attempt to determine the presence and exploit vulnerabilities related to network topology, network components configuration, and design principles and protocol specific characteristics. These include tests that consider spoofing techniques, protocol specific tests such as usage of IP options, fragmentation, exploit of trust relationships, protocol encapsulation, routing tricks, design and implementation flaws in several network protocols and related services, etc.
- **Misconfiguration tests:** Attempt to identify and exploit typical miss-configuration problems
- **Backdoor tests:** Attempt to identify the presence of known backdoors in the company's infrastructure and exploit them
- **Authentication and access control schemes tests:** Attempt to subvert authentication and access control mechanisms based on common attacks that exploit the lack of a strict security policy or the enforcement of such. This includes a dictionary and brute force attacks on reusable passwords, exploit of weak authentication schemes, social engineering, exploit of contingency plan procedures, etc.

The tests included common hacking techniques and the use of the penetration testing tool Metasploit and other commercially available (such as Nessus) as well as homegrown tools.

The penetration testing effort was focused on but not limited to:

- Assessing Marathon Health's selected network infrastructure security posture with regards to the network ranges to be analyzed, which includes:
    - Performing information gathering test to identify live hosts and the services the company provides
    - Determining potential vulnerabilities which might affect the hosts, services, and applications discovered
    - Exploiting the potential vulnerabilities in a controlled fashion, to weed out false positives and appraise the degree of exposure caused by the vulnerability
    - Identify solutions to address the security issues found
- Investigating the consequences of a targeted attack by highly specialized individuals, as well as evaluating the skill set required by an attacker to carry out a successful attack
- Analyzing the potential outcome of a successful compromise
- Providing recommendations to remediate or mitigate the issues found as well as prevent similar issues from recurring

Documenting the results of the test performed to construct a foundation for future testing as well as a snapshot of the security stance. This will allow Marathon Health to compare future penetration testing efforts as a means of evaluating the efficiency and effectiveness of Marathon Health's efforts to secure its solution external posture.

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External Infrastructure Penetration Test Summary

Marathon Health contracted NuHarbor Security to perform an external penetration test starting November 26th, 2018. The overall objective for this engagement is to ensure that Marathon Health's network infrastructure was designed and protected with appropriate information security controls to ensure the integrity, confidentiality, and availability of Marathon Health's information. For the purposes of this engagement, and in accordance with NIST 800-115 test methodologies, this assessment was conducted in the production environment. While conducting this evaluation, NuHarbor leveraged various tools, techniques, and manual attacks to determine if an attacker could penetrate the evaluated system, without the organization providing any more information that would naturally be available to legitimate users. Techniques and attacks used can be found in the Testing Focus section of this report.

The work performed provides a practical approximation of the vulnerable points in Marathon Health's network infrastructure, describes the risks of such vulnerabilities and facilitates the design of a plan for implementing countermeasures based on priorities established by Marathon Health. These priorities are determined according to Marathon Health's security goals and the quantity and severity of the vulnerabilities found. It is important to note, however, that this project should not be considered a full audit of Marathon Health's security posture, nor should it be thought of as an in-depth analysis of all possibilities to breach it.

The external infrastructure penetration test of Marathon Health's network was performed using a mix of manual testing and automated techniques. At the time of this test, there was a single critical vulnerability chain discovered that was exploited to gain access to the internal network of Marathon Health. Credentials were located on the dark web that allowed testers to authenticate to a user's email. This access allowed NuHarbor to gain knowledge to the tools used internally and to determine the method for VPN access. Although multi-factor authenticated was utilized on the VPN, by flooding the user with requests, testers were able to trick the user into authenticating the malicious attack. By establishing a VPN session, testers were granted access to internal resources that are not publicly available. No further testing of internal access was attempted at the request of Marathon Health. No other valid means of compromising the organization were found during the test. External systems for Marathon Health in general demonstrate an affinity for security and have been maintained and configured properly.

At the end of this test, a technical report was issued to Marathon Health with a detailed reporting of the items discovered. A summarized list of the notable findings is on the following page.

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External critical-risk vulnerabilities

- Compromised credentials from the dark web leading to full internal network access

External medium-risk vulnerabilities

- Cisco ASA / IOS IKE Fragmentation Vulnerability (Denial of Service)
- SSL Medium Strength Cipher Suites Supported
- SSL Self-Signed Certificate
- SSL Certificate Cannot Be Trusted
- SSL Certificate Expiry
- SSL Certificate Signed Using Weak Hashing Algorithm
- Microsoft Exchange Client Access Server Information Disclosure
- Internet Key Exchange (IKE) Aggressive Mode with Pre-Shared Key
- Serv-U FTP Server < 15.1.0.458 Multiple Vulnerabilities
- F5 BIG-IP Cookie Remote Information Disclosure

External low-risk vulnerabilities

- Web Server HTTP Header Internal IP Disclosure
- SSH Server CBC Mode Ciphers Enabled
- SSH Weak MAC Algorithms Enabled

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Clinical Leadership at Marathon Health

Marathon Health uses a collaborative leadership model led by Vice President of Clinical Operations, Bev Raymond, MSN, ANP-BC. Responsibility for the functions within clinical operations is distributed among highly qualified practicing clinicians with specific expertise and passion in areas such as quality assurance, policy and protocols, chronic condition care, skill development, regulatory compliance, and health center workflow. Bios on each of our clinical leaders are shown below.

Distributed leadership allows us to leverage the collective expertise of our providers, many of whom have considerable tenure at Marathon Health and management experience in traditional practice which has led them to seek a more effective model of care at Marathon Health.

We value the voices that represent various clinical roles who serve different patient populations, because their first-hand experience helps validate needs, design better solutions and controls, and leads to quicker adoption across the organization. Empowering clinicians with leadership and oversight also fosters self-management behavior and a respectful, collaborative work environment that leads to higher job satisfaction and better patient care.

Clinical operations and oversight is carried out by leaders in each of the following areas:

Clinical Services Leadership Team (CSLT), comprised of 12 providers representing MDs, PAs, NPs, and Registered Nurses, advises the VP of Clinical Operations on all aspects of clinical care

Physician Executive Council (PEC), Consists of our National Medical Director (*Dr. Michael Huang*) who serves as chairman of the council, our VP of Clinical Services (*Beverly Raymond*), and key physicians who have experience practicing within Marathon Health. The Council provides Marathon Health clinical leaders with considerations, recommendations and guidance on the continual advancement of Marathon Health policies, protocols, and goals.

Regional Clinical Leaders ensure consistency and quality of care across health centers, oversee provider peer support, and collaborate with Account Managers to ensure the overall success of health center teams

National Practice Leaders develop and promote standards of practice in the areas of Physical Therapy, Behavioral Health, Functional Medicine, and Health Coaching

Clinical Operations Team includes clinicians and practitioners with doctorate degrees oversees the clinical logistics of new health center implementations and conversions from prior vendors, and provides onsite support during health center opening week

Training and Development, led by the VP of Organizational Development, trains and evaluates clinical competencies, provides continuing education and leadership training, and helps develop positive team dynamics

Chief Medical Information Officer ensures synergy between our model of patient care and technology platform

Regulatory and Compliance Analyst tracks medical licensure, advising on state regulations to ensure compliance

Clinical committees with direct reporting line to the VP of Clinical Operations or the Chief Medical Information Officer:

- Chronic condition management
- Policy
- Quality assurance and patient safety
- Chart review and site visits
- Grand Rounds
- EMR (Electronic Medical Record)
- Go-live training

At Marathon Health, collaboration and teamwork are core values--we believe "we accomplish more together." These values are reflected perhaps nowhere more than in the leadership and organizational structure of our Clinical Services, where passionate providers ensure rigorous quality standards and work together to accomplish our mission of delivering a better healthcare experience.

Clinical Leadership Tenure and Bios:

Dr. Michael Auringer, MD, Medical Director at Concho (6 years) – Dr. Auringer is the trusted family physician and Medical Director at one of Marathon Health's Texas-based health centers. Having practiced for over 30 years, Dr. Auringer is an active member of the American Academy of Family Physicians, the Texas Medical Association, and the Texas Medical Foundation. As a member of Marathon Health's Clinical Services Leadership Team, Dr. Auringer provides clinical oversight on health center protocols and medical services.

Teresa F. Corley, PA-C, West/Midwest Regional Clinical Leader (5 years) – Teresa has been a practicing Physician Assistant for over 30 years, previously owned a PA placement service, and has a teaching background. She has provided clinical expertise to the National Depression Collaborative and the Oklahoma Department of Human Services.

Rosa De La Torre, RN, MSN, FNP-BC, CDE, Southwest Regional Clinical Leader, National Director of Diabetes Education Services (6 ½ years) – Rosa is a Family Nurse Practitioner with over 20 years' experience in family practice and urgent care. Rosa was featured in Modern Healthcare's "People on the Move" column for developing and co-directing Marathon Health's Diabetes Self-Management and Education service.

Dr. Perla del Pino-White, DO, Medical Director at City of Fort Lauderdale (3 years) – Dr. del Pino-White is a family physician with board certification through the American Osteopathic Board of Family Physicians. In addition to her role as a Florida-based Medical Director, she serves on Marathon Health's disease management committee and Clinical Services Leadership Team, and is an active mentor and leader at Marathon Health and in her community.

Sherry Gaudette, Manager of Clinical Logistics (4 years) – Sherry is certified in Occupational Health Practice Management, having worked for 20 years in rehabilitative services, emergency, and occupational health clinics. She has served as a trainer for drug and alcohol testing and is certified as an Occupational Hearing Conservationist. She applies her expertise and passion for worker health and safety to Marathon Health's implementation process for new health centers and vendor conversions, and oversees the clinical support team.

Tammy Gregerson, MPAS, PA-C, National Director of Functional Wellness, Account Manager (7 years) – Tammy has a Master's degree in Physician Assistant Studies, is a certified Personal Trainer, and has owned her own fitness business. She has served as a provider at three of Marathon Health's health centers, as clinical advisor on new customer implementations, and earned a Six Sigma green belt for developing Marathon Health's functional wellness services.

Dr. Michael Huang*, MD, National Medical Director – Dr. Huang has over 20 years of experience in primary care, having completed his Internal Medicine Residency at Vanderbilt University in Nashville, TN in 1996 prior to joining the faculty of the University of Kentucky College of Medicine where he achieved the rank of Associate Professor of Internal Medicine and served as medical director of the Kentucky Clinic South Primary Care Practice. He joined Marathon in 2013 as the medical director of the Lexmark Health and Wellness Center prior to transferring to the Samuel Brown Health Center for LFUCG employees and families in 2017.

Jane Julian, MSN, ARNP, FNP-BC, BC-ADM, Southeast Regional Clinical Leader (5 years) – Jane is a Family Nurse Practitioner with an MS in Nursing and certification as Advanced Diabetes Manager and Advanced Registered Nurse Practitioner. She has been practicing for 40 years, including specialty work in endocrinology.

Tracy Lord, MSL, RP, Senior Regulatory and Compliance Analyst (2 ½ years) – Tracy holds a Master of Science in Law degree and has 30 years' experience as a Registered Paralegal with a background in healthcare and medical malpractice defense. She is an active committee member with the National Federation of Paralegal Association.

Lisa Murphy*, RN, MBA, Vice President of Organizational Development (6 ½ years) – Lisa brings her clinical and business expertise to deploy training, development, and leadership programs to meet Marathon Health's organizational needs. She is recipient of Vermont Organization of Nurse Leaders Fellowship and has received multiple internal awards for her initiative and work ethic. She has served on the review committee for the Infusion Nursing Standards of Practice, presented at the Vermont Organization of Nurse Leaders' Summit, and has published work in the Journal of Managing Infection Control.

Mary Meyer, RN, National Director for Health Coaching, Account Manager (9 ½ years) – Mary has been a Registered Nurse for 16 years, with a background in oncology, hematology, and palliative care. She provides leadership for the American Cancer Society's mentoring and precepting programs with an emphasis on preventative nursing services. A certified Health and Wellness Coach, Mary oversees Marathon Health's onsite and traveling health coaching services, and also serves as an Account Manager and provider at our Minneapolis-based health centers. She is the recipient of multiple internal awards for her compassionate care and visionary contributions.

Denise Myers, MS, Account Manager, National Director of Behavioral Health (1 ½ years) -- Denise has an MS Degree in Counseling and has worked in higher education as 504 Coordinator and Accommodations Specialist as well as a mental health counselor. She provided leadership in the development of Marathon Health's behavioral health services, provides oversight of mental health counselors, and serves as a Florida-based Account Manager.

Mark A. Niebuhr, PT, Cert. MDT, CMP, National Director of Physical Therapy (5 years) – Mark has Bachelor of Science degree in Physical Therapy, is certified in Mechanical Diagnosis and Therapy of the Spine, and is a Certified Mulligan Practitioner. After working in the Mayo Health System for over a decade, and established a physical therapy clinic at a U.S. Army base, he was hired as Marathon Health's first Physical Therapist in 2013. Since then, he has created a framework for the promotion and expansion of physical therapy services for Marathon Health's customers.

Beverley Raymond*, ANP-BC, MSN, Vice President of Clinical Operations (12 ½ years) – Bev is the senior leader responsible for the delivery of clinical services. A member of Marathon Health's leadership team for more than a decade, Bev brings considerable expertise in cardiac critical care, geriatric medicine, and teaching. She held a governor-appointed role on the Vermont Commission on Aging, and served as the Vermont State Refugee Health Coordinator for the Department of Health prior to her role at Marathon Health. She has overseen exponential growth in personnel during her tenure at Marathon Health, as well as significant and thoughtful expansion of services.

Dr. Levi Rizk, DO, Medical Director at Fauquier County (2 years) – Dr. Rizk is a board certified Osteopathic Family Physician. Prior to joining Marathon Health, Dr Rizk practiced in a community hospital setting with multiple roles involving hospital, and outpatient care. He also served as the medical director over the outpatient clinics collaborating closely with the hospital's leadership team. He is a member of the American College of Osteopathic Family Physicians and previously served as a delegate for district 6 for the Medical Society of Virginia.

Colleen Schaeffel, MPAS, PA-C, Eastern Regional Clinical Leader, National Director of Clinical Peer Support (11 ½ years) – Beginning as Marathon Health's original provider, Colleen has been instrumental in establishing the standards of clinical excellence we use today. She has a Master's in Physician Assistant Studies and has served as a provider in multiple health centers. Colleen helped developed and currently leads the clinical peer support program at Marathon Health.

Dr. Amy Sachau, MD, Medical Director at Shawnee Mission School District – Dr. Sachau serves as a member of Marathon's Clinical Services Leadership Team. Prior to joining Marathon she worked at the Mercy Clinic and Hospital and at Lee's Summit Hospital as an emergency room physician. She attended University of Kansas School of Medicine and received her BA at Baylor University. Spending more time with patients was key in her joining Marathon.

Barbara E. Swan*, MSN, FNP-BC, Chief Medical Information Officer (13 years) – Barb brought her clinical expertise and extensive background in medical software to Marathon Health at its inception, providing much of the oversight, design and development of our proprietary electronic medical record (EMR). She helped to develop clinical workflows and embed real-time clinical decision support capabilities into the EMR, and continues to stay involved in enhancements to support clinicians and their work achieving population health outcomes. Barb oversees the Disease Management, clinical content, and EMR committees.

** Also a member of the Senior Leadership Team*

Clinical Roles and Responsibilities

Physician (MD/DO):

Credentials: Board eligible, preferably board certified. Five years of experience as a DO or MD (typically MD).
Roles and responsibilities:

- Provide general health care
- Perform physical exams
- Prescribe medications
- Order lab tests and interpret X-ray and lab test results
- Diagnose common illnesses
- Develop treatment plans
- Coordinating referrals
- Performing certain procedures and minor surgeries (i.e. bone marrow biopsy; lumbar puncture)
- Provide patient education and counseling to support healthy lifestyle behaviors
- Instruct patients about medications and special diets

Collaborating Physician (MD and/or DO):

Credentials: Board eligible, preferably board certified. Five years of experience as a DO or MD (typically MD).
Roles and responsibilities

- Provide primary care oversight
- Provides collaboration and medical advice/guidance to nurse practitioner/physician assistant
- Functions to comply with state medical and nursing regulatory boards through signed protocols and procedures
- Contributes to design and management of health programs and policies
- Reviews and audits clinical charts for quality assurance and regulatory compliances
- Medical liaison to community
- Participation in center promotions and special events
- Approves and signs standing orders for licensed clinicians
- Source for specialist referral network and local community health resources
- PCP referrals for patients without a PCP, who may have extensive medical management or complex treatment

Nurse Practitioner (NP) / Physician Assistant (PA):

Credentials: Requires a master's degree or doctorate. Must be licensed as a nurse practitioner or physician assistant in the state(s) within which they work, with a minimum of two years professional, clinical experience. Knowledge and experience with primary/urgent care, health risk assessments, lifestyle risk reduction, disease management, and health promotion is recommended. Individuals who have had work experience(s) requiring autonomy and independent decision making, budget responsibility, management skills, and business acumen are preferred. Board Certified Provider. Certified in Basic Life Support.

Roles and responsibilities:

- Provide general health care
- Perform physical exams
- Prescribe medications
- Order lab tests (at the direction of the MD) and interpret X-ray and lab test results
- Diagnose common illnesses

- Develop treatment plans
- Coordinate referrals
- Perform certain procedures and minor surgeries (i.e. bone marrow biopsy; lumbar puncture)
- Provide patient education and counseling to support healthy lifestyle behaviors.

Registered Nurse (RN) / Licensed Practical Nurse (LPN):

Credentials: Must be licensed as a registered nurse in the state(s) within which they work.

- Provides ongoing coaching, teaching, and social support to help individuals build self-efficacy skills and achieve personal health goal(s).
- Delivers health education presentations and facilitates wellness health promotions, such as the Biggest Loser Contest.
- Administer immunizations and allergy injections.
- Provides timely and accurate responses to individuals requesting information and assistance to better utilize the healthcare system and be more informed healthcare consumers.
- Uses national clinical guidelines and standards to provide chronic condition coaching for individuals with select chronic conditions within state regulations.

Medical Assistant (MA)

Credentials: Requires 1-2 years of Medical Assistant experience. Attention to detail, ability to communicate effectively with program participants, phlebotomy, experience with electronic medical record and familiarity with computer programs are key requirements for the work. Certification as a Medical Assistant preferred; certified phlebotomist preferred.

- Take medical histories
- Record vital signs
- Explain treatment procedures to patients
- Prepare patients for examination
- Assist during diagnostic examinations
- Collect and prepare laboratory specimens
- Perform basic laboratory tests
- Dispose of contaminated supplies and sterilize medical instruments
- Prepare and administer medications as directed
- Authorize drug refills as directed and telephone prescriptions to pharmacies
- Draw blood
- Take electrocardiograms
- Remove sutures and change dressings
- Facilitate communication between the patient and other health care professionals

Practice Support Specialist (PSS)

Credentials: No clinical credentialing required (non-clinical support staff role). Competencies required include:

- *Customer Focus:* Building strong customer relationships and delivering customer-centric solutions.
- *Communicates Effectively:* Developing and delivering multi-mode communications that convey a clear understanding of the unique needs of different audiences.
- *Instills Trust:* Gaining the confidence and trust of others through honesty, integrity, and authenticity.

ADD-ON / OPTIONAL SERVICES:

Physical Therapist (PT)

Credentials: Minimum 2 years' experience in out-patient/general orthopedic physical therapy; must be licensed as a Physical Therapist in the state of employment; manual therapy training and orthopedic skills are preferred for this unique position; qualified applicants should believe in making a difference and believe in quality decisions, certification in Basic Life Support required; have excellent communication skills, collaborate effectively, and instill trust to lead a great wellness program.

Roles and responsibilities:

- Diagnose and manage movement dysfunction and enhance physical and functional abilities
- Restore, maintain, and promote not only optimal physical function but optimal wellness and fitness and optimal quality of life as it relates to movement and health
- Prevent the onset, symptoms, and progression of impairments, functional limitations, and disabilities that may result from diseases, disorders, conditions, or injuries
- Consult with patients to learn about their physical condition and symptoms
- Develop treatment plans and teach patients how to properly use exercise techniques
- Provide modality treatments to include ultrasound, electrical stimulation, iontophoresis and hot / cold therapy
- Maintain patient records and efficiently identify and document goals, anticipated progress and plans for patient re-evaluation.
- Advise patient and family about in-home treatment options and exercise.

Behavioral Health Counselor (BHC)

Credentials: Two or more years' experience as a Licensed Clinical Mental Health Counselor or Licensed Clinical Social Worker (LCSW) with experience in treatment of substance use disorder and crisis management. Current and unrestricted state licensure in the state where practicing. Master's degree from a mental health counseling program accredited by the Council for the Accreditation of Counseling and Related Educational Programs (CACREP) that consists of at least 60 semester hours or 80 quarter hours of clinical and didactic instruction, including a course in human sexuality and a course in substance abuse.

Roles and responsibilities:

- Computer skills: knowledge of Electronic Medical Record (EMR) software
- Experience in treatment of substance use disorder
- Crisis management experience
- Ability to build and maintain trusting relationships
- Ability to work on a multidisciplinary team
- Comfort with teaching information in a large group setting
- Ability to facilitate behavioral health group sessions
- Current and unrestricted state licensure in the state where practicing.

Registered Dietitian (RD)

Credentials: Must be licensed as a certified as a registered dietitian with a minimum of three years professional, clinical experience. Knowledge and experience in health risk assessments, lifestyle risk reduction, disease management and health promotion is required. Preferred qualifications include:

- Experience in counseling, social work or mental health a plus;
- Certified as a health coach with a background in chronic condition management;
- Additional certifications related to health promotion, fitness and chronic condition management a plus.



Primary Care Services

Marathon Health primary care providers (PCPs) are physicians, nurse practitioners, and physician assistants. They identify and address health risks, engage patients to become more involved in their own healthcare, and provide a broad spectrum of ongoing preventive and curative care, including health promotion and early diagnosis of disease or disability. **Serving as the patient's main source of essential, regular medical care for continuity and integration of health care services is foundational to physical, mental, and social health.**

Marathon Health Providers

A Marathon Health PCP understands the whole individual, and helps to prevent disease and manage care when a person is diagnosed with a condition. Marathon Health providers are the first point of contact to treat any of the patient's health concerns.

Our experienced clinicians provide:

- Superior, cost-effective medical care and prescription management
- Evidence-based acute and episodic care for illnesses and injuries
- Screening and management of chronic conditions
- Specialist care referrals
- Patient education and health screening to identify and counsel for exercise, nutrition, tobacco cessation, weight management, and stress reduction
- Motivational interviewing and appreciative inquiry to empower the patient to address health risks at every opportunity
- Shorter wait times and longer appointment times
- Patient health advocacy to help patients understand their benefits and navigate health and community resources to achieve quality, integrated care

Primary Care Scarcity in the United States

One in five people nationwide (62 million) lack or have inadequate access to primary care. This is due to national shortages in primary care specialists that make up one-third of the physician workforce, but account for almost half of physician office visits annually. By 2032, the US will require up to 52,200 more practicing PCPs to remedy the provider shortage. Further, even when patients are able to see their PCP, **the US has significant gaps in wait times for primary care, resulting in 59% of Americans unable to get a same day or next day appointment when ill. Wait times for appointments in family practice average 19 days.**

Customer Testimonial

"Working with Marathon Health provides our associates with access to 'true' primary care: preventive screenings, health assessments, and coaching for reducing risks; assistance with managing chronic condition; and a trusted clinician to help understand the complexities of our healthcare system."

– *Carol O'Donnell*
VP of Human Resources
New Balance

Marathon health® For life.

BEST IN KLAS WORKSITE HEALTH SERVICES 2020



Patient Testimonial

> "I was overweight, felt tired and unhappy, and needed to prioritize my overall health. As a mother of three, I needed a solution that would work with my busy schedule. I took the first step and went to my employer's onsite health center, @WorkCare, to connect with a primary care provider (PCP). She was very thorough and provided the best care."

– Mahlako, patient at the @WorkCare health center

Marathon Health's Worksite Solution

The Marathon Health care model alleviates some of the issues such as long wait times, access, and the primary care shortage to allow patients **better access to primary care services by employing the expanded use of NPs and PAs performing basic primary care, a solution that the Institute of Medicine has recommended for resolving the primary care gap in the US.**

Helping Employers Close the Primary Care Gap

When you invest in worksite healthcare as an employer, you expand the accessibility and availability of primary care, a scarce health resource in America. The Kaiser Family Foundation estimates that for adults, 28% of males and 17% of females in the US do not have a regular PCP. The services Marathon Health provides can play a vital role in filling the primary care gap as leading employers offer a healthcare solution; one that lowers costs, engages employees in their health, and improves employee health outcomes and quality of life. We tailor our primary care services to fit the needs of your business and workforce by utilizing NPs, PAs, DOs, or MDs held to the highest standard of clinical excellence to provide primary care, health coaching and acute care, or collaborating with a patient's established PCP.

Primary Care Is the Core Driver of Cost Reduction

A Marathon Health PCP understands the whole individual, and helps to prevent disease and manage care when a person is diagnosed with a condition. Marathon Health providers are the first point of contact to treat any of the patient's health concerns.

Our experienced clinicians provide:

25% reduction in per capita cost for engaged Marathon Health patients

21% reduction of emergency department use for patients using Marathon Health worksite healthcare services

36% reduction in per capita cost for high risk and chronic condition patients engaged with Marathon Health care

Marathon health® For life.

Primary Care Scope by Role

Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Dermatology/Skin	Suture removal		●	●	●	●	●	●
	Splinter removal				●	●	●	●
	Acne	*				●	●	●
	Cellulitis					●	●	●
	Corns, calluses					●	●	●
	Dermatitis – contact, seborrhea, eczema					●	●	●
	Herpes simplex and zoster					●	●	●
	Infections - bacterial, fungal					●	●	●
	Insect stings					●	●	●
	Itchy skin					●	●	●
	Minor burns					●	●	●
	Onychomychosis	*				●	●	●
	Psoriasis	*Only treat mild cases that involve less than 5-10% of the body				●	●	●
	Rashes					●	●	●
	Scabies, pediculosis					●	●	●
	Skin trauma – bites, burns, injuries					●	●	●
	Warts					●	●	●
	Suturing – minor wounds	When and how to use Dermabond.doc				●	●	●
	Skin tag removals					●	●	●
	Shave and Punch biopsies					●	●	●
	Removal of benign lesions					●	●	●

● Yes ● Depends on skill set and experience ● If permissable by state law and trained ● If agreement with collaborating MD to over-read ● Coaching

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Ophthalmic/Eye	Eye irrigation – foreign body	(MA and LPN – eye flush)	●	●	●	●	●	●
	Blepharitis					●	●	●
	Chalazion	Refer if surgical procedure is required				●	●	●
	Eye infections, i.e. Conjunctivitis					●	●	●
	Sty	Refer if surgical procedure is required				●	●	●
	FB Eye, Corneal Abrasion	Some foreign bodies in the eye will require referral to the ER or an ophthalmologist				●	●	●
Ear, Nose, and Throat	Cerumen removal, foreign body	Cerumen removal Ear lavage (NP and PA only)	●	●	●	●	●	●
	Allergy immunotherapy	Allergy immunotherapy	●	●	●	●	●	●
	Epistaxis	If readily controllable		●	●	●	●	●
	Ear pain/infections					●	●	●
	Facial pain, sinus infections					●	●	●
	Mouth sores					●	●	●
	Nasal congestion, runny nose					●	●	●
	Sore throat, Strep					●	●	●
	Swollen glands / Parotidits					●	●	●
Respiratory	Acute Bronchitis					●	●	●
	Asthma, acute flare up	May require referral				●	●	●
	Cough					●	●	●
	Pneumonia	May require referral				●	●	●
	Upper Respiratory Infection (URI) / Flu symptoms					●	●	●
	Difficulty breathing	Triage for treatment vs. referral SOB/Dyspnea				●	●	●
Cardio-vascular	Screening and treatment for Hyperlipidemia	MA's, LPN's, and RN's can perform screenings				●	●	●
	Screening and treatment for Hypertension	MA's, LPN's, and RN's can perform screenings				●	●	●

● Yes ● Depends on skill set and experience ● If permissable by state law and trained ● If agreement with collaborating MD to over-read ● Coaching

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Cardio-vascular	Chest pain	Triage for treatment vs. referral GUIDELINE: Chest pain or chest pressure				●	●	●
	Palpitations	Triage for treatment vs. referral Palpitations				●	●	●
Endocrine	Screening for Diabtetes		●	●	●	●	●	●
	Diabetes	Treatment if no PCP				●	●	●
	Screening for Thyroid Disease and management	Treatment if no PCP				●	●	●
Gastrointestinal	Constipation					●	●	●
	Diarrhea					●	●	●
	Gastroenteritis					●	●	●
	Heartburn, GERD					●	●	●
	Hemorrhoids	Refer if surgical procedure is required				●	●	●
	Indigestion/Heartburn					●	●	●
	Nausea and vomiting	*				●	●	●
	Abdominal pain	Triage for treatment vs. referral Abdominal pain				●	●	●
Genitourinary	Screening for Prostate Cancer					●	●	●
	Prostatitis					●	●	●
	Urinary symtoms / Infection / Dysuria					●	●	●
Musculoskeletal	Ankle sprain or injury					●	●	●
	Elbow pain or injury					●	●	●
	Fractures (Rule out)	Splint or refer to orthopedics if fracture on x-ray. No manipulation fractures				●	●	●
	Hip pain					●	●	●
	Knee pain or injury					●	●	●
	Low back pain or injury, Sciatica					●	●	●

● Yes ● Depends on skill set and experience ● If permissable by state law and trained ● If agreement with collaborating MD to over-read ● Coaching

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Musculoskeletal	Neck pain					●	●	●
	Screening for osteoporosis	If no PCP - DEXA Scan referral				●	●	●
	Shoulder pain					●	●	●
	Wrist pain or injury					●	●	●
	Gout	*				●	●	●
Neurologic	Headaches	Dizziness / Lightheadedness / Presyncope				●	●	●
	Migraines					●	●	●
	Vertigo/dizziness	Triage for treatment vs. referral				●	●	●
Systemic Problems	Overweight/Obesity				●	●	●	●
	Fatigue					●	●	●
	Lyme's Disease	*				●	●	●
	Fever					●	●	●
	Lymphadenopathy	Refer as necessary *				●	●	●
	Mononucleosis					●	●	●
	Pain Control and Narcotics	Short cycles of pain control only Controlled Substances Policy and Documentation Requirements				●	●	●
	Chronic pain control with narcotics	Refer to pain management				X	X	X
	Annual exams and screening					●	●	●
Women's Health	Pregnancy Education				●	●	●	●
	Menorrhagia					●	●	●
	Obstetrical Care	Refer to OB				X	X	X
	Preventative Health/ Pap smears	Refer abnormal paps to gyn Pap Smears – Provision of				●	●	●
	Birth Control	No insertion of IUD's or Implanon or fitting for diaphragms				●	●	●
	Depo Provera Injections	Depo Provera Injection				●	●	●

● Yes ● Depends on skill set and experience ● If permissable by state law and trained ● If agreement with collaborating MD to over-read ● Coaching

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Women's Health	Screening and treatment for Sexually Transmitted Diseases (STDS)	Refer positive HIV				●	●	●
	Vaginal Discharge					●	●	●
	Vaginitis/Cervicitis/Cervicalgia/ Bacterial Vaginosis					●	●	●
	Yeast infections					●	●	●
	Perimenopause, menopause					●	●	●
Behavioral Health	ADD/ADHD`	Prescribing of controlled substances only in specific situations Controlled Substances Policy and Documentation Requirements				●	●	●
	Anxiety	Prescribing of controlled substances only in specific situations Controlled Substances Policy and Documentation Requirements			●	●	●	●
	Minor Depression	Refer for moderate to severe depression			●	●	●	●
	Insomnia	Prescribing of controlled substances only in specific situations Controlled Substances Policy and Documentation Requirements				●	●	●
	Substance abuse				●	●	●	●
	Stress management				●	●	●	●
Pediatrics	Camp and Sports Physicals					●	●	●
Immunizations/Travel Health, Other Injections	PPD sking testing	TB Testing for patients – Purified Protein Derivative (PPD) Skin Testing for Tuberculosis Screening	●	●	●	●	●	●
	Vitamin B12 injections	B12 Injections	●	●	●	●	●	●
	Travel Health	Counseling and immunzations if vaccine purchased by customer Travel Consultations and Administration of Travel Immunizations	●	●	●	●	●	●
	Influenza	If purchased by customer	●	●	●	●	●	●
	Live, Intranasal Influenza vaccine	If purchased by customer	●	●	●	●	●	●
	PCV 13 or Prevnar 13 (Pneumococcoal conjugate vaccine) – for children under five years of age	If purchased by customer and only in special approved circumstances	●	●	●	●	●	●

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Service Category	Symptom/Service	Description	MA	LPN	RN	NP	PA	MD
Immunizations/Travel Health, Other Injections	Pneumovax or 23-valent polysaccharide vaccine (PPVSV)	If purchased by customer	●	●	●	●	●	●
	Hepatitis A	If purchased by customer	●	●	●	●	●	●
	Hepatitis B	If purchased by customer	●	●	●	●	●	●
	Td or Tdap	If purchased by customer	●	●	●	●	●	●
	Inactivated Typhoid	If purchased by customer	●	●	●	●	●	●
	Inactivated Poliovirus	If purchased by customer	●	●	●	●	●	●
	Meningococcal	If purchased by customer	●	●	●	●	●	●
	HPV (Human Papillomavirus)	If purchased by customer	●	●	●	●	●	●
	Shingles	If purchased by customer	●	●	●	●	●	●
	Varicella	If purchased by customer	●	●	●	●	●	●
	Measles, Mumps, Rubella	If purchased by customer	●	●	●	●	●	●
	Meningococcal	If purchased by customer	●	●	●	●	●	●
	Haemophilus influenza type b	If purchased by customer	●	●	●	●	●	●
Other	Phlebotomy	Phlebotomy, Lab Orders and Handling Critical Labs	●	●	●	●	●	●
	EKG Interpretation	EKGs at Marathon Health Centers				●	●	●

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Behavioral Health Services

Mental health disorders are prevalent and costly for employers and often debilitating for employees. Employers carry the cost and productivity burden of mental health issues with more than 70 million lost work days each year. Mental health issues such as stress, anxiety, depression and substance abuse contribute to high turnover, burnout, exhaustion, and decreased motivation. For substance abuse alone, drug and alcohol costs the U.S. $276 billion each year. With 60 percent of adults with a substance abuse problem employed full time, a significant part of these costs are paid by employers. And for the immeasurable loss and tragedy associated with accidental death and suicide from mental illnesses, the need for increased access to mental health services is clear.

Summary

One in five Americans suffer with a mental health disorder

60% **of adults** with a substance abuse problem are employed full time

70 **million lost work days** per year due to mental health disorders

3:1 **ROI** in redirected care, productivity, and turnover gains

Our Solution

Accessing mental health services can be challenging. Three reasons mentioned for not getting mental health care includes social stigma, long waits for appointments, and poor quality of care. Because we recognize that mental health is a key contributor to overall wellbeing, Marathon Health offers comprehensive behavioral health counseling services at our worksite health centers.

The behavioral health counseling services are offered by a master's level licensed clinical mental health counselor who is trained in practicing patient-centered, outcomes-based therapy and delivering mental health and wellness care to individuals, couples, and families. The counselor can lead group sessions and educational workshops to promote overall wellbeing in the workplace. Topics may include substance abuse, relationships, stress, anxiety, anger management, and self-image.

Benefits of Worksite Behavioral Health

- Increased access to mental health counseling
- Collaboration between health center provider and counselors for medication management, referrals, and care coordination
- Reduced stigma for mental health issues
- Improvements in productivity and turnover
- Hard dollar savings from redirected care

Proven Value

The impact of offering behavioral health services at work can be measured through health improvements and financial returns. Health improvement measures include depression, anxiety, substance abuse, and domestic violence scores over 12 months. Improvements in the overall mental health of the population deliver a 10% increase in productivity and a 5% reduction in turnover. Savings as a result of offering mental health services provide a 2:1 ROI for the redirected care, coordination with the onsite provider, and medication management; with productivity and turnover gains, we see a 3:1 ROI.

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Marathon Health Quality Assurance and Review Process

Marathon Health's organizational approach to using evidence-based guidelines in establishing treatment plans is threefold:

1. Proprietary, clinical evidence-based guidelines are built in to our EMR for 14 conditions, including: preventive health care maintenance, diabetes, hypertension, coronary artery disease, metabolic risk syndrome, asthma, chronic obstructive pulmonary disease, heart failure, lower back pain, depression, rheumatoid arthritis, osteoarthritis, sleep apnea, and GERD.
2. We use clinical protocols that follow evidence-based guidelines to aid in decisions regarding diagnosis, management, and treatment of issues such as chest pain, palpitations, etc.
3. Marathon Health provides clinical support tools at the point of care to ensure our physicians are practicing evidence-based medicine as a standard at all of our health centers. Our EMR is designed around clinical workflows that include integrated access to evidence-based clinical information resources to provide clinician access to current standards of care. In addition, we provide links in the EMR to several national health organizations.

Marathon Health monitors how many of our patients with chronic care conditions are at the standard of care (e.g. which diabetic patients have had A1C tests performed; how many patients with persistent asthma have inhaled corticosteroid ordered. We track and benchmark certain conditions (such as diabetes, asthma, etc.) and continue to expand our capabilities. In addition, we track HEDIS measures (national quality benchmarks).

Marathon Health utilizes a physician medical director, or collaborating physician, who is contracted from the local community to conduct independent chart review, issue standing medical orders, provide oversight, and ensure clinical quality and compliance. Responsibilities include:

- Primary care oversight
- *Provides collaboration and medical advice/guidance to the nurse practitioner/physician assistant*
- Functions to comply with state medical and nursing regulatory boards through signed protocols and procedures
- Contributes to design and management of health programs and policies
- Reviews and audits clinical charts for quality assurance and regulatory compliance
- Medical liaison to community
- Participation in center promotions and special events
- Approves and signs standing orders for licensed clinicians
- Source for specialist referral network and local community health resources
- Source for PCP referrals for patients without a PCP who may have extensive medical management or complex treatment

Credentialing, quality assurance and compliance practices include:

1. ***Ongoing Credentialing:*** Annually, Marathon Health verifies that each Nurse/PA/NP/RD/PT Physician has a current license and national certification status (if applicable) to practice in the State where they are providing services. The Clinical Services Department is responsible for the maintenance of these records and confirms that any legally required annual training has been met by each clinician. Specific actions include:
    - Annually all clinical employees receive mandatory OSHA (blood borne pathogens) and HIPAA training.
    - Annual verification of professional license and certification status – confirmed with the designated medical/nursing boards.
    - We follow State rules and regulation for credentialing and licensing for each State where we operate.
    - We perform annual onsite evaluation of clinicians.

2. *Clinical Guidelines and Decision Support*:

- *Clinical Guidelines and Decision Support:* We provide our clinicians an online decision support tool through Medicomp Systems. Medicomp is the creator of clinical content that is mapped to standardized nomenclature such as ICD 10, CPT, and order entry, which improve EMR usability at the point of care. Medicomp's MEDCIN® Engine filters and presents real-time, relevant clinical data at the point of care to support the clinical thought process, enable care coordination, satisfy documentation and compliance requirements, and promote the use of codified clinical content. All content in the database is evidence-based and identifies all possible treatment options. The MEDCIN Engine, and its component parts, has been continuously expanded and refined since 1978.
- *Clinical Reference Material:* Our clinicians receive an online subscription to *UpToDate,* an evidence-based clinical information resource available on the Web, desktop, and PDA. *UpToDate* provides concise, practical answers at the point-of-care specific to their specialty. More than 3,600 clinicians serve as authors for *UptoDate*. The content goes through an extensive peer review process to ensure that the information and recommendations accessed are accurate and reliable. *UpToDate* also offers AMA PRA Category 1 Continuing Medical Education (CME) Credit™, AAFP Prescribed credit, AAP credit, AOA credit, AAPA equivalent credit, and AANP contact hours while clinicians work.
- *Clinical Committees:*
    - *Scope Committee* – Reviews clinical scope of services, researches and makes decisions on additional clinical services.
    - *Protocol/Policy Committee* – Writes and reviews clinical protocols and guidelines for safe, efficient, and effective standards of care.
    - *Quality Assurance Committee* - The QA committee reviews current Marathon Health quality assurance measures, reviews summary of clinical Occurrence Reports, clinical key performance indicators, and Triple Aim measures, and creates and implements quality care plans. The committee learns of gaps with quality care and implements processes through the Clinical Services Leadership Team, training department, and other committees to ensure high quality healthcare is provided at all health centers.
    - *Chart Audit Committee* – A team of internal chart auditors, who are proficient in their own charting and have been trained on the chart audit process, review and provide feedback to all clinicians regarding their documentation and coding. Clinician's charts are reviewed, randomly chosen from the schedule, completed and scored, and given feedback for areas of improvement. The goal is for all clinicians to be proficient with their documentation and coding, which is defined by a score of 85% or better. This information is tracked and reported as a MH Key performance indicator.
    - *Our Clinical Services Leadership Team*, consisting of national level clinical leaders, presides over all guidance and strategic direction for the function. Clinical management and oversight includes procedures for recruitment and hiring, orientation and mentoring, on-going training, quality assurance oversight, clinic implementations, and assistance in coordination of large-scale activities such as biometric screenings.
    - *Training Manuals:* Policy, procedure, and protocol documentation exists for the Marathon Health clinicians for each of the following:
    - Disease Management Protocols and Clinical Guidelines
    - Life Style Risk Reduction Protocols and Clinical Guidelines
    - Electronic Health Portal
    - Policies and Procedures
    - OSHA Guidelines

- CLIA Manual
- *Monthly Clinical Meetings:* All the Marathon Health clinicians meet monthly via audio- conference to review clinical workflows, case studies, guidelines and policies, and share best practices and address questions and concerns.
- *Disease Management Committee:* The Disease Management Committee meets monthly to develop, update and implement DM programs and to review national clinical guidelines for each of our core programs and adjust the program protocols accordingly.
- *National Certification and Continuing Education:* Clinicians receive an annual allowance and paid time off to meet their national certification continuing education requirements.

3. Quality Review Process:
    - *Clinical Advocate Program:* Each clinician is assigned a clinical advocate. The clinical advocates serve in a supportive and guiding role for the clinical team members and area part of the Collaborative Customer Care Team. Clinical Advocates (CA's) will help each clinician feel connected to the larger Marathon Health Nation, be a point person for addressing clinical questions and concerns, and help ensure thorough and requested training is available. CA's are a clinical resource and point person for the Account Managers. Colleen Schaeffel facilitates this program.
    - *MA/LPN Advocate Program:* The purpose of the MA/LPN Advocate is to provide support and ensure thorough and complete training for all those in the role of MA, PSS, LPN/ LVN, to help increase proficiency level of all in those roles, and improve overall communication between field MA, PSS, LPN/LVNs and Marathon Health. Kendra Hopkins facilitates this program.
    - *Chart Audits:* Each month the collaborating physician assigned to the mid-level provider reviews a portion of the provider's progress notes. The collaborating physician utilizes a specific evaluation tool that was created specifically to assure that the chart audit is comprehensive and includes all of the components of evaluation that are deemed important.
    - *Onsite Evaluation:* Clinicians are evaluated onsite within six months of a new health center opening and annually thereafter.

ID	Task Name	Duration	Start	Finish
1	**Marathon Health - Escambia County, City of Pensacola, and Escambia County Sherrif's Dept Implementation Schedule**	**105 days**	**Mon 6/22/20**	**Fri 11/13/20**
2	**Project Kick-Off**	**14 days**	**Mon 6/22/20**	**Thu 7/9/20**
3	Review Contract	1 day	Mon 6/22/20	Mon 6/22/20
4	SIT Call / Update Customer Profile Sheet	1 day	Tue 6/23/20	Tue 6/23/20
5	SET Call	1 day	Wed 6/24/20	Wed 6/24/20
6	Update Customer Profile/Pre-Implementation Checklist	1 day	Thu 6/25/20	Thu 6/25/20
7	Establish Hours of Operation	2 days	Thu 6/25/20	Thu 7/2/20
8	Hold Project Kick-off	1 day	Thu 7/2/20	Thu 7/2/20
9	Publish Press Release	5 days	Fri 7/3/20	Thu 7/9/20
10	**Regulatory Compliance**	**35 days**	**Fri 7/10/20**	**Thu 8/27/20**
11	Sign Plan Sponsor Form	0.5 days	Fri 7/10/20	Fri 7/10/20
12	Sign required BAA and NDA agreements	20 days	Fri 7/10/20	Thu 8/6/20
13	**Review state regulations**	**5 days**	**Fri 7/10/20**	**Thu 7/16/20**
14	Dispensing	5 days	Fri 7/10/20	Thu 7/16/20
15	CLIA	5 days	Fri 7/10/20	Thu 7/16/20
16	Licenses	5 days	Fri 7/10/20	Thu 7/16/20
17	Apply for CLIA waiver	5 days	Fri 7/17/20	Thu 7/23/20
18	Obtain all State licenses	30 days	Fri 7/17/20	Thu 8/27/20
19	**Lab Vendor**	**35 days**	**Fri 7/10/20**	**Thu 8/27/20**
20	Identify lab vendor	5 days	Fri 7/10/20	Thu 7/16/20
21	Submit account request	30 days	Fri 7/17/20	Thu 8/27/20
22	Identify and set up vendor for biohazard waste removal	15 days	Fri 8/7/20	Thu 8/27/20
23	**Health Center Workflows**	**81 days**	**Fri 7/3/20**	**Fri 10/23/20**
24	**Initial Development**	**30 days**	**Fri 7/3/20**	**Thu 8/13/20**
25	Basic Patient Flow (including copay, HSA)	15 days	Fri 7/3/20	Thu 7/23/20
26	1st Treatment of Work Related Injuries	15 days	Fri 7/3/20	Thu 7/23/20
27	Onsite Dispensing	15 days	Fri 7/24/20	Thu 8/13/20
28	Occupational Health Services (UDS, BAT, PFT, Audiometry, Job Specific Physicals and Exams)	15 days	Fri 7/3/20	Thu 7/23/20
29	Referral Workflow	15 days	Fri 7/3/20	Thu 7/23/20
30	Data Flows	15 days	Fri 7/3/20	Thu 7/23/20
31	Review Flows with Client	10 days	Fri 8/14/20	Thu 8/27/20
32	Review Flows and Floor Plan with Clinical Team	1 day	Fri 10/23/20	Fri 10/23/20
33	**Pharmacy**	**83 days**	**Fri 7/17/20**	**Tue 11/10/20**
34	**Dispensing**	**83 days**	**Fri 7/17/20**	**Tue 11/10/20**
35	Determine State specific rules on dispensing	5 days	Fri 7/17/20	Thu 7/23/20
36	Identify billing and/or fee structure (if any)	5 days	Fri 7/17/20	Thu 7/23/20

ID	Task Name	Duration	Start	Finish
37	**Complete A-S Meds New Customer Checklist and forms**	**14 days**	**Fri 7/24/20**	**Wed 8/12/20**
38	For A-S Meds:Complete New Customer Information Sheet	14 days	Fri 7/24/20	Wed 8/12/20
39	For A-S Meds:Complete Practitioner Roster form	14 days	Fri 7/24/20	Wed 8/12/20
40	Assist A-S Meds to upload EE information into MD Scripts Software	1 day	Fri 7/24/20	Fri 7/24/20
41	Review medication list starter set & modify, if needed, for specific location	14 days	Fri 7/17/20	Wed 8/5/20
42	Onsite Dispensing System Set up (barcoder, software)	1 day	Tue 11/10/20	Tue 11/10/20
43	Onsite Dispensing System Training, Simulation & Mock	1 day	Tue 11/10/20	Tue 11/10/20
44	**Concierge Services**	**70 days**	**Fri 7/17/20**	**Thu 10/22/20**
45	Review State and Local Regulations	30 days	Fri 7/17/20	Thu 8/27/20
46	Research local pharmacies	30 days	Fri 7/17/20	Thu 8/27/20
47	Determine prescription volume	30 days	Fri 7/17/20	Thu 8/27/20
48	Contact local pharmacies	10 days	Fri 8/28/20	Thu 9/10/20
49	Determine copay strategy and workflows	30 days	Fri 9/11/20	Thu 10/22/20
50	Determine pick-up strategy, data exchanges and workflows	30 days	Fri 9/11/20	Thu 10/22/20
51	**e-Prescribe**	**66 days**	**Fri 7/24/20**	**Fri 10/23/20**
52	Complete e-Prescribe forms	5 days	Fri 7/24/20	Thu 7/30/20
53	Submit ticket for ePrescribe setup (practice ID and usernames)	7.5 days	Fri 7/31/20	Tue 8/11/20
54	Clinicians Trained on e-Prescribe	0.5 days	Fri 10/23/20	Fri 10/23/20
55	**Staffing**	**88 days**	**Fri 7/10/20**	**Tue 11/10/20**
56	**Recruit and hire**	**71 days**	**Fri 7/10/20**	**Fri 10/16/20**
57	**Physician Recruitment x 1.0 FTE**	**71 days**	**Fri 7/10/20**	**Fri 10/16/20**
58	Discuss requirements with client	2 days	Fri 7/10/20	Mon 7/13/20
59	Research regulations regarding supervising physician	1 day	Tue 7/14/20	Tue 7/14/20
60	Post position through relevant channels	2 days	Wed 7/15/20	Thu 7/16/20
61	Receive and screen resumes	25 days	Fri 7/17/20	Thu 8/20/20
62	Select short list	1 day	Fri 8/21/20	Fri 8/21/20
63	Complete interviews with site executives	10 days	Mon 8/24/20	Fri 9/4/20
64	Extend offer to selected candidate	0 days	Fri 9/4/20	Fri 9/4/20
65	Hire candidate (complete background check and license verification)	0 days	Fri 9/4/20	Fri 9/4/20
66	Transition Period (If hiring a MD may need to adjust transition period depending upon n	30 days	Mon 9/7/20	Fri 10/16/20
67	**Provider (Nurse Practitioner or Physician Assistant) Recruitment x 2.5 FTE**	**71 days**	**Fri 7/10/20**	**Fri 10/16/20**
68	Discuss requirements with client	2 days	Fri 7/10/20	Mon 7/13/20
69	Research regulations regarding supervising physician	1 day	Tue 7/14/20	Tue 7/14/20
70	Post position through relevant channels	2 days	Wed 7/15/20	Thu 7/16/20
71	Receive and screen resumes	25 days	Fri 7/17/20	Thu 8/20/20
72	Select short list	1 day	Fri 8/21/20	Fri 8/21/20
73	Complete interviews with site executives	10 days	Mon 8/24/20	Fri 9/4/20

ID	Task Name	Duration	Start	Finish
74	Extend offer to selected candidate	0 days	Fri 9/4/20	Fri 9/4/20
75	Hire candidate (complete background check and license verification)	0 days	Fri 9/4/20	Fri 9/4/20
76	Transition Period	30 days	Mon 9/7/20	Fri 10/16/20
77	**MA, LPN or PSS Recruitment x 4.0 FTE**	**51 days**	**Fri 7/10/20**	**Fri 9/18/20**
78	Discuss requirements with client	2 days	Fri 7/10/20	Mon 7/13/20
79	Research regulations regarding supervising physician	1 day	Tue 7/14/20	Tue 7/14/20
80	Post position through relevant channels	2 days	Wed 7/15/20	Thu 7/16/20
81	Receive and screen resumes	25 days	Fri 7/17/20	Thu 8/20/20
82	Select short list	1 day	Fri 8/21/20	Fri 8/21/20
83	Complete interviews with site executives	10 days	Mon 8/24/20	Fri 9/4/20
84	Extend offer to selected candidate	0 days	Fri 9/4/20	Fri 9/4/20
85	Hire candidate (complete background check and license verification)	0 days	Fri 9/4/20	Fri 9/4/20
86	Transition Period	10 days	Mon 9/7/20	Fri 9/18/20
87	**Secure Supervising MD**	**30 days**	**Wed 7/15/20**	**Tue 8/25/20**
88	Research rules and regulations regarding supervising physician	5 days	Wed 7/15/20	Tue 7/21/20
89	Post position through relevant channels	5 days	Wed 7/22/20	Tue 7/28/20
90	Receive applications	15 days	Wed 7/29/20	Tue 8/18/20
91	Interview MD candidates	5 days	Wed 8/19/20	Tue 8/25/20
92	Select candidate and make offer	0 days	Tue 8/25/20	Tue 8/25/20
93	**Training**	**10 days**	**Mon 10/19/20**	**Fri 10/30/20**
94	Train clinicians at Marathon Health	5 days	Mon 10/19/20	Fri 10/23/20
95	Collect staff bios and photos	1 day	Fri 10/23/20	Fri 10/23/20
96	Train clinicians at exisiting MH client	5 days	Mon 10/26/20	Fri 10/30/20
97	Establish Float Pool/Staff Coverage Plan	30 days	Wed 9/30/20	Tue 11/10/20
98	**Information Technology**	**90 days**	**Fri 7/3/20**	**Thu 11/5/20**
99	**Distribute IT requirements at kick-off meeting**	**37 days**	**Fri 7/3/20**	**Mon 8/24/20**
100	Internet requirements	1 day	Fri 7/3/20	Fri 7/3/20
101	Telephony requirements	1 day	Fri 7/3/20	Fri 7/3/20
102	Physical requirements	1 day	Fri 7/3/20	Fri 7/3/20
103	File requirements	1 day	Fri 7/3/20	Fri 7/3/20
104	**Fee Collection (optional)**	**37 days**	**Fri 7/3/20**	**Mon 8/24/20**
105	Plan structure determined	1 day	Fri 7/3/20	Fri 7/3/20
106	Doc Updated with Plan Particulars	5 days	Mon 7/6/20	Fri 7/10/20
107	Billing Solution Determined for each Plan Iteration- Use Fee Collection Decision Tree	5 days	Fri 7/3/20	Thu 7/9/20
108	**Virtual Merchant Account Set up**	**14 days**	**Mon 7/6/20**	**Thu 7/23/20**
109	Application Submitted	5 days	Mon 7/6/20	Fri 7/10/20
110	Terminal Numbers assigned	7 days	Mon 7/13/20	Tue 7/21/20

ID	Task Name	Duration	Start	Finish
111	Terminal Numbers loaded into EMR	2 days	Wed 7/22/20	Thu 7/23/20
112	Card swippers shipped to health center	1 day	Mon 7/6/20	Mon 7/6/20
113	**Encounter Extract**	**15 days**	**Mon 7/6/20**	**Fri 7/24/20**
114	PM fills out IA for and submits	5 days	Mon 7/6/20	Fri 7/10/20
115	IA loads and Process Plan Information	5 days	Mon 7/13/20	Fri 7/17/20
116	Final Testing	5 days	Mon 7/20/20	Fri 7/24/20
117	**Paper Receipts**	**15 days**	**Mon 7/6/20**	**Fri 7/24/20**
118	Clinician users set up with NPI and Taxonomy Numbers	5 days	Mon 7/6/20	Fri 7/10/20
119	Customer configured with billing location, charge method, supervising physician at Customer location	5 days	Mon 7/6/20	Fri 7/10/20
120	Set up training workflow	10 days	Mon 7/13/20	Fri 7/24/20
121	**Waystar Implementation (EDI 837/EDI 835)**	**20 days**	**Mon 7/6/20**	**Fri 7/31/20**
122	Secure Type 2 NPI number	10 days	Mon 7/6/20	Fri 7/17/20
123	Staff NPI Numbers collected	1 day	Mon 7/6/20	Mon 7/6/20
124	**EMR Configuration for Waystar**	**10 days**	**Mon 7/20/20**	**Fri 7/31/20**
125	Accounting Specialist sets up new insurance provider in system	5 days	Mon 7/20/20	Fri 7/24/20
126	Customer information loaded and configured	5 days	Mon 7/27/20	Fri 7/31/20
127	Clinician account loaded with NPI and Taxonomy numbers	5 days	Mon 7/27/20	Fri 7/31/20
128	**Waystar Account setup**	**14 days**	**Mon 7/6/20**	**Thu 7/23/20**
129	Account created	2 days	Mon 7/6/20	Tue 7/7/20
130	Verify if 837 transactions need enrollment	5 days	Wed 7/8/20	Tue 7/14/20
131	Enrollment for 835 transactions	5 days	Wed 7/8/20	Tue 7/14/20
132	Insurance mapping after first test run	3 days	Wed 7/15/20	Fri 7/17/20
133	Health center mapping after first run	2 days	Mon 7/20/20	Tue 7/21/20
134	Set up Claims job to export claims to the Waystar FTP site for customer/location/insurance	2 days	Wed 7/22/20	Thu 7/23/20
135	**Carrier Integration (Electronic Billing or Paper Receipt that patient would file)**	**27 days**	**Fri 7/17/20**	**Mon 8/24/20**
136	Determine need for Credentialing	5 days	Fri 7/17/20	Thu 7/23/20
137	Follow Carrier instructions-- add steps as needed	22 days	Fri 7/24/20	Mon 8/24/20
138	**Load data on eligible population**	**63 days**	**Fri 8/7/20**	**Tue 11/3/20**
139	**Complete Pre-load work**	**38 days**	**Fri 8/7/20**	**Tue 9/29/20**
140	**Demographics**	**12 days**	**Fri 8/7/20**	**Mon 8/24/20**
141	Send out load layout for EMR	1 day	Fri 8/7/20	Fri 8/7/20
142	**Conduct meeting to review/discuss load layout specs**	**1 day**	**Mon 8/10/20**	**Mon 8/10/20**
143	Confirm locations	1 day	Mon 8/10/20	Mon 8/10/20
144	Discuss employee classifications for reporting	1 day	Mon 8/10/20	Mon 8/10/20
145	Discuss suffix for user name (name@_____)	1 day	Mon 8/10/20	Mon 8/10/20
146	Complete gap analysis	10 days	Tue 8/11/20	Mon 8/24/20

ID	Task Name	Duration	Start	Finish
147	**Program File**	**17 days**	**Fri 8/7/20**	**Mon 8/31/20**
148	Discuss need for Program File (fees, reporting, etc)	1 day	Fri 8/7/20	Fri 8/7/20
149	Send out load layout for Program File	1 day	Mon 8/10/20	Mon 8/10/20
150	Conduct meeting to review/discuss load layout specs	5 days	Tue 8/11/20	Mon 8/17/20
151	Complete gap analysis	10 days	Tue 8/18/20	Mon 8/31/20
152	**Inbound Claims (complete for each payer)**	**17 days**	**Tue 8/25/20**	**Wed 9/16/20**
153	Send out load layout for Claims	1 day	Tue 8/25/20	Tue 8/25/20
154	Conduct meeting to review/discuss load layout specs	5 days	Wed 8/26/20	Tue 9/1/20
155	Complete anlysis of claims for FACT analytics	1 day	Wed 9/2/20	Wed 9/2/20
156	Complete gap analysis	10 days	Thu 9/3/20	Wed 9/16/20
157	**Biometrics and HRA (if available)**	**26 days**	**Tue 8/25/20**	**Tue 9/29/20**
158	Determine when / if Biometrics/HRA will be loaded	10 days	Tue 8/25/20	Mon 9/7/20
159	Send out load layout for Biometrics/HRA	1 day	Tue 9/8/20	Tue 9/8/20
160	Conduct meeting to review/discuss load layout specs	5 days	Wed 9/9/20	Tue 9/15/20
161	Complete gap analysis	10 days	Wed 9/16/20	Tue 9/29/20
162	**Load Demographic production data**	**31 days**	**Tue 8/25/20**	**Tue 10/6/20**
163	**Establish FTP account for transmission of data**	**31 days**	**Tue 8/25/20**	**Tue 10/6/20**
164	Provide instructions to client	1 day	Tue 8/25/20	Tue 8/25/20
165	Setup notification (internal) for file deposit	1 day	Tue 8/25/20	Tue 8/25/20
166	Receive and load test file into test environment	5 days	Tue 8/25/20	Mon 8/31/20
167	Complete QA for accuracy	5 days	Tue 9/1/20	Mon 9/7/20
168	Load file into production	5 days	Wed 9/30/20	Tue 10/6/20
169	**Load Program File production data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
170	**Establish FTP account for transmission of data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
171	Provide instructions to client	1 day	Wed 10/7/20	Wed 10/7/20
172	Setup notification (internal) for file deposit	1 day	Wed 10/7/20	Wed 10/7/20
173	Receive and load test file into test environment	5 days	Wed 10/7/20	Tue 10/13/20
174	Complete QA for accuracy	5 days	Wed 10/14/20	Tue 10/20/20
175	Load file into production	5 days	Wed 10/21/20	Tue 10/27/20
176	**Load Claims production Data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
177	**Establish FTP account for transmission of data**	**15 days**	**Wed 10/7/20**	**Tue 10/27/20**
178	Provide instructions to client/payer/broker	1 day	Wed 10/7/20	Wed 10/7/20
179	Setup notification (internal) for file deposit	1 day	Wed 10/7/20	Wed 10/7/20
180	Receive and load test file into test environment	5 days	Wed 10/7/20	Tue 10/13/20
181	Complete QA for accuracy	5 days	Wed 10/14/20	Tue 10/20/20
182	Load file into production	5 days	Wed 10/21/20	Tue 10/27/20
183	**Load Biometric production Data**	**20 days**	**Wed 10/7/20**	**Tue 11/3/20**

ID	Task Name	Duration	Start	Finish
184	**Establish FTP account for transmission of data**	**20 days**	**Wed 10/7/20**	**Tue 11/3/20**
185	Provide instructions to biometric vendor	1 day	Wed 10/7/20	Wed 10/7/20
186	Setup notification (internal) for file deposit	1 day	Wed 10/7/20	Wed 10/7/20
187	Receive and load test file into test environment	5 days	Wed 10/7/20	Tue 10/13/20
188	Complete QA for accuracy	5 days	Wed 10/14/20	Tue 10/20/20
189	Load file into production	5 days	Wed 10/28/20	Tue 11/3/20
190	**Deliver standard IT package**	**55 days**	**Fri 7/3/20**	**Thu 9/17/20**
191	Review Floor Plan for PC, Laptop, Phone requirements	1 day	Mon 7/13/20	Mon 7/13/20
192	Determine need for credit card machine/capabilities	2 days	Tue 7/14/20	Wed 7/15/20
193	Order hardware based on scope phase	5 days	Thu 7/16/20	Wed 7/22/20
194	IT hardware lead time	30 days	Mon 7/20/20	Fri 8/28/20
195	**Ensure customer provides required connectivity**	**55 days**	**Fri 7/3/20**	**Thu 9/17/20**
196	Provide requirements for internet connectivity	1 day	Fri 7/3/20	Fri 7/3/20
197	Establish deadline dates for circuit installation	1 day	Fri 7/3/20	Fri 7/3/20
198	Confirm internet access circuits are in place/delivered	1 day	Thu 9/17/20	Thu 9/17/20
199	**Customize Portal for Client**	**25 days**	**Thu 10/1/20**	**Thu 11/5/20**
200	Review Portal Customization Checklist with PM	1 day	Thu 10/1/20	Thu 10/1/20
201	**Create customer organization**	**24 days**	**Fri 10/2/20**	**Thu 11/5/20**
202	Create customer locations	5 days	Fri 10/2/20	Thu 10/8/20
203	Assign Circuit Riders/Travelling Health Coaches to Locations	5 days	Fri 10/9/20	Thu 10/15/20
204	Obtain logo and install into directory	2 days	Fri 10/2/20	Mon 10/5/20
205	Confirm with PM checklist is complete	0 days	Thu 11/5/20	Thu 11/5/20
206	**Test EMR**	**1 day**	**Thu 11/5/20**	**Thu 11/5/20**
207	Ensure login works	1 day	Thu 11/5/20	Thu 11/5/20
208	Ensure third party integration works	1 day	Thu 11/5/20	Thu 11/5/20
209	**Communications**	**96 days**	**Fri 7/3/20**	**Fri 11/13/20**
210	Host communications kick-off meeting	10 days	Fri 7/3/20	Thu 7/16/20
211	Review Qualtrics Surveys	1 day	Fri 7/17/20	Fri 7/17/20
212	Open Ticket to activate Patient Experience Surveys	1 day	Mon 7/20/20	Mon 7/20/20
213	**Write talking points/FAQ**	**10 days**	**Fri 7/3/20**	**Thu 7/16/20**
214	Develop initial draft of key messages document	5 days	Fri 7/3/20	Thu 7/9/20
215	Finalize key messages document	5 days	Fri 7/10/20	Thu 7/16/20
216	**Develop Go-Live materials**	**86 days**	**Fri 7/17/20**	**Fri 11/13/20**
217	Executive Announcement	5 days	Fri 7/17/20	Thu 7/23/20
218	Leadership Toolkit	10 days	Fri 7/17/20	Thu 7/30/20
219	**Materials**	**86 days**	**Fri 7/17/20**	**Fri 11/13/20**
220	Services Flyer	15 days	Fri 7/31/20	Thu 8/20/20

ID	Task Name	Duration	Start	Finish
221	Coming Soon Poster	15 days	Fri 8/21/20	Thu 9/10/20
222	Six Week Countdown Slides	15 days	Fri 9/11/20	Thu 10/1/20
223	Table Tents	15 days	Fri 10/2/20	Thu 10/22/20
224	Magnet	15 days	Fri 10/2/20	Thu 10/22/20
225	Clinic Artwork	30 days	Fri 7/17/20	Thu 8/27/20
226	Service Booklet	15 days	Fri 10/2/20	Thu 10/22/20
227	"Meet the Staff" materials	15 days	Mon 10/26/20	Fri 11/13/20
228	**Develop customized welcome packages**	**75 days**	**Fri 7/17/20**	**Thu 10/29/20**
229	Welcome mailer/email	10 days	Fri 7/17/20	Thu 7/30/20
230	Brochure	10 days	Fri 7/17/20	Thu 7/30/20
231	Obtain user names and passwords	1 day	Tue 10/6/20	Tue 10/6/20
232	Welcome Letter to Printer	10 days	Wed 10/7/20	Tue 10/20/20
233	Produce welcome kits	2 days	Wed 10/21/20	Thu 10/22/20
234	Welcome kit delivered to employees	5 days	Fri 10/23/20	Thu 10/29/20
235	**Open House**	**11 days**	**Fri 10/30/20**	**Fri 11/13/20**
236	Postcard Invitation	10 days	Fri 10/30/20	Thu 11/12/20
237	Raffle Baskets	1 day	Fri 11/13/20	Fri 11/13/20
238	Giveaways	1 day	Fri 11/13/20	Fri 11/13/20
239	**Health Center materials**	**5 days**	**Wed 11/4/20**	**Tue 11/10/20**
240	Develop Free Health Assessment posters	5 days	Wed 11/4/20	Tue 11/10/20
241	Appointment Tips brochures provided to the center	5 days	Wed 11/4/20	Tue 11/10/20
242	Patient Experience Survey Setup	5 days	Wed 11/4/20	Tue 11/10/20
243	**Facilities, Equipment and Supplies**	**98 days**	**Wed 6/24/20**	**Fri 11/6/20**
244	**Fit-up clinic space**	**63 days**	**Wed 6/24/20**	**Fri 9/18/20**
245	Provide mock up of health center space to client	2 days	Fri 7/3/20	Mon 7/6/20
246	Client provides floor plan based on mock up	2 days	Wed 6/24/20	Thu 6/25/20
247	MH completes schematic design	4 days	Fri 6/26/20	Wed 7/1/20
248	Identify office décor	5 days	Mon 6/29/20	Fri 7/3/20
249	Client completes design development	5 days	Mon 7/6/20	Fri 7/10/20
250	Client completes construction drawings and permits	5 days	Mon 7/13/20	Fri 7/17/20
251	Obtain building info from Facilities lead for Marathon Insurance	5 days	Mon 7/20/20	Fri 7/24/20
252	Fit up or construct facilities	30 days	Mon 7/20/20	Fri 8/28/20
253	Obtain Certificate of Occupancy and Final Permits / Construction completed	1 day	Fri 8/28/20	Fri 8/28/20
254	Setup mail services	15 days	Mon 8/31/20	Fri 9/18/20
255	**Order furniture, medical equipment, pharmacy equipment and clinic & office supplies**	**95 days**	**Mon 6/29/20**	**Fri 11/6/20**
256	**Furniture (modify as needed, based on COP vs. Client)**	**50 days**	**Mon 6/29/20**	**Fri 9/4/20**
257	Final Review furniture, medical equipment, cabinets needed	5 days	Mon 7/13/20	Fri 7/17/20

ID	Task Name	Duration	Start	Finish
258	Complete COP Implementation Checklist	1 day	Mon 7/20/20	Mon 7/20/20
259	Order medical furniture	5 days	Mon 6/29/20	Mon 7/6/20
260	Order medical supplies and equipment	5 days	Mon 7/20/20	Fri 7/24/20
261	Furniture lead time	40 days	Mon 7/6/20	Fri 8/28/20
262	Install furniture	5 days	Mon 8/31/20	Fri 9/4/20
263	**Supplies**	**85 days**	**Mon 7/13/20**	**Fri 11/6/20**
264	Complete Supplies Checklist	10 days	Mon 10/12/20	Fri 10/23/20
265	Review facility and program with MH clinical services	3.33 days	Mon 10/26/20	Thu 10/29/20
266	Place order for clinical and office supplies, refrigerator	5 days	Mon 7/13/20	Mon 7/20/20
267	Supplies lead time	30 days	Mon 7/20/20	Fri 8/28/20
268	Stock and test all supplies and equipment	5 days	Mon 11/2/20	Fri 11/6/20
269	Order Health Education & Promotion Material	30 days	Mon 7/20/20	Fri 8/28/20
270	IT Set-up Health Center (hardware set-up, test phones, internet and fax)	4 days	Mon 9/14/20	Thu 9/17/20
271	Facilities ready for Go-Live	0 days	Fri 11/6/20	Fri 11/6/20
272				
273	**PROGRAM LAUNCH**	**50 days**	**Mon 11/9/20**	**Fri 1/15/21**
274	Simulation Go Live	2 days	Mon 11/9/20	Tue 11/10/20
275	Go-Live: Begin Onsite Services	1 day	Wed 11/11/20	Wed 11/11/20
276	Open House	1 day	Tue 11/24/20	Tue 11/24/20
277	Review/modify workflows as needed	15 days	Wed 11/25/20	Tue 12/15/20
278	Kick Off Health Promotion Programs	1 day	Wed 12/16/20	Wed 12/16/20
279	Stratify population	10 days	Thu 12/17/20	Wed 12/30/20
280	Begin working 1:1 with High Risk employees	0 days	Wed 12/30/20	Wed 12/30/20
281				
282	**Conduct / collect Biometric Screenings**	**50 days**	**Mon 11/9/20**	**Fri 1/15/21**
283	**Biometric Vendor**	**50 days**	**Mon 11/9/20**	**Fri 1/15/21**
284	Complete Biometric Vendor Information Form	1 day	Mon 11/9/20	Mon 11/9/20
285	Coordinate kick-off call with Bio Vendor and Client	5 days	Tue 11/10/20	Mon 11/16/20
286	Work with Client/Bio Vendor to develop Communication Plan	10 days	Tue 11/17/20	Mon 11/30/20
287	Determine if Biometric Vendor is billing client directly or through Marathon	1 day	Mon 11/16/20	Mon 11/16/20
288	Obtain and sign Statement of Work from Biometric Vendor	5 days	Tue 11/24/20	Mon 11/30/20
289	Obtain sign-off on Marathon Health Statement of Work from Client	5 days	Tue 11/17/20	Mon 11/23/20
290	Determine if MHQs will be used	1 day	Mon 11/16/20	Mon 11/16/20
291	Provide Biometric Vendor demographics information prior to screening events	15 days	Mon 11/9/20	Fri 11/27/20
292	Biometric screenings conducted	5 days	Mon 11/30/20	Fri 12/4/20
293	Import Biometric data into Marathon PHR	30 days	Mon 12/7/20	Fri 1/15/21

Population Health Stratification Report

Company XYZ - Employees
Date
Locations: Location #2

Identify Risk → Mitigate Risk → Capture Savings

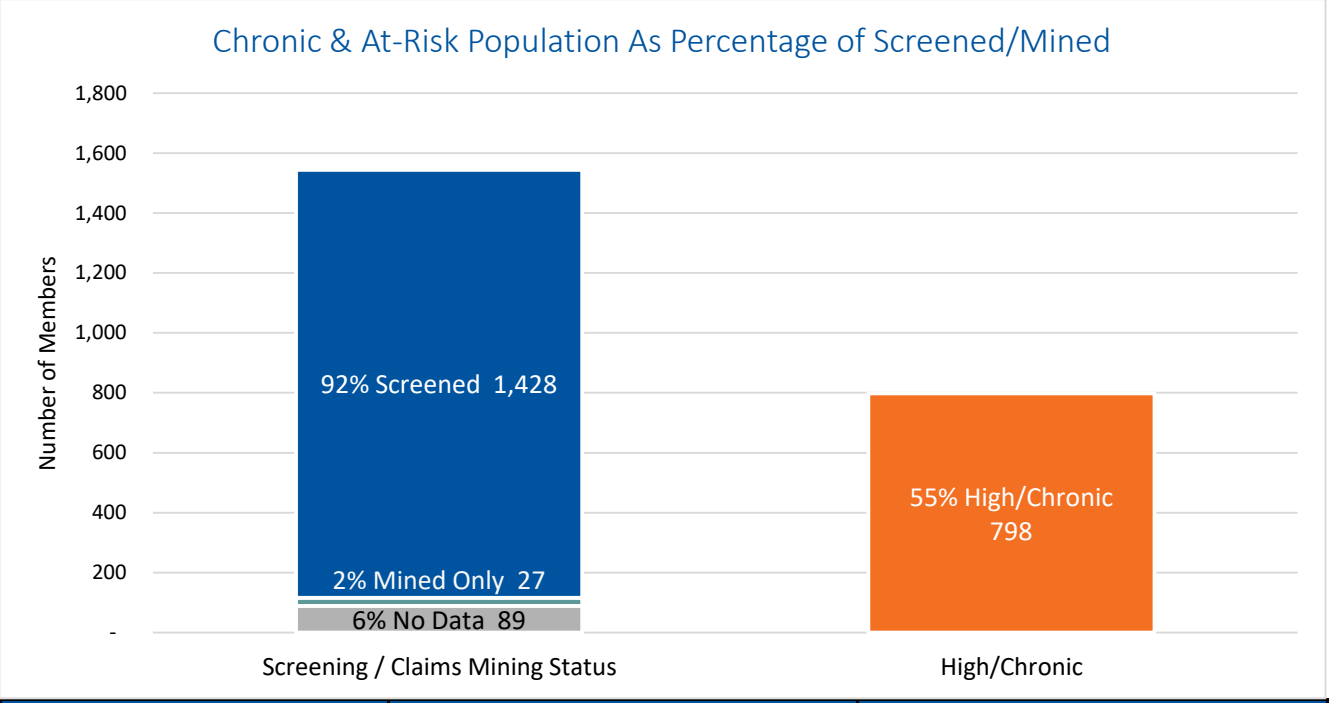
This report provides an overview of key health risks in your population and can be used to choose focus areas for health improvement initiatives.

Marathon Health believes that the key to improving health and reducing claims cost is to engage each patient at their own individual level of willingness to change. We empower and motivate your employees and their family members to take control of their health. By making lifestyle changes and better managing chronic conditions, we can all lead healthier, more energized lives - in turn reducing medical costs and boosting productivity. It's a simple formula that yields powerful results.

Section 1: Screening & Risk Identification
Section 2: Prevalence of Key Biometric Risk Factors
Section 3: Chronic Conditions
Section 4: Lifestyle Risk Factors
Section 5: Summary Table and Recommendations

Identifying the Population with High Risks and/or Chronic Conditions

Marathon Health uses multiple sources to identify at-risk members in your population - biometric screening, health risk assessments, claims mining and patient encounters. This data is synthesized and refreshed daily to identify the target population - those with high risks and / or chronic conditions. It informs outreach via prioritized patient lists in the electronic medical record. Progress on engaging the high & chronic population is reported monthly.



	Percent of Total Population	Screening / Claims Mining Status
No Data	6%	89
Mined Only	2%	27
Screened	92%	1,428
Total Population		1,544
High/Chronic	55%	798

*Percent high/chronic is expressed as % of screened + mined population

US average = 55% of US adults have high risks or chronic condition per CDC.
Screening benchmark for Year 5 onsite health centers is 82%

	2 Year Lookback		Complete History	
Full Panel Screening	73%	1,130	79%	1,220
Any Screening	90%	1,390	92%	1,428
Health Risk Assessment/MHQ	78%	1,197	88%	1,357

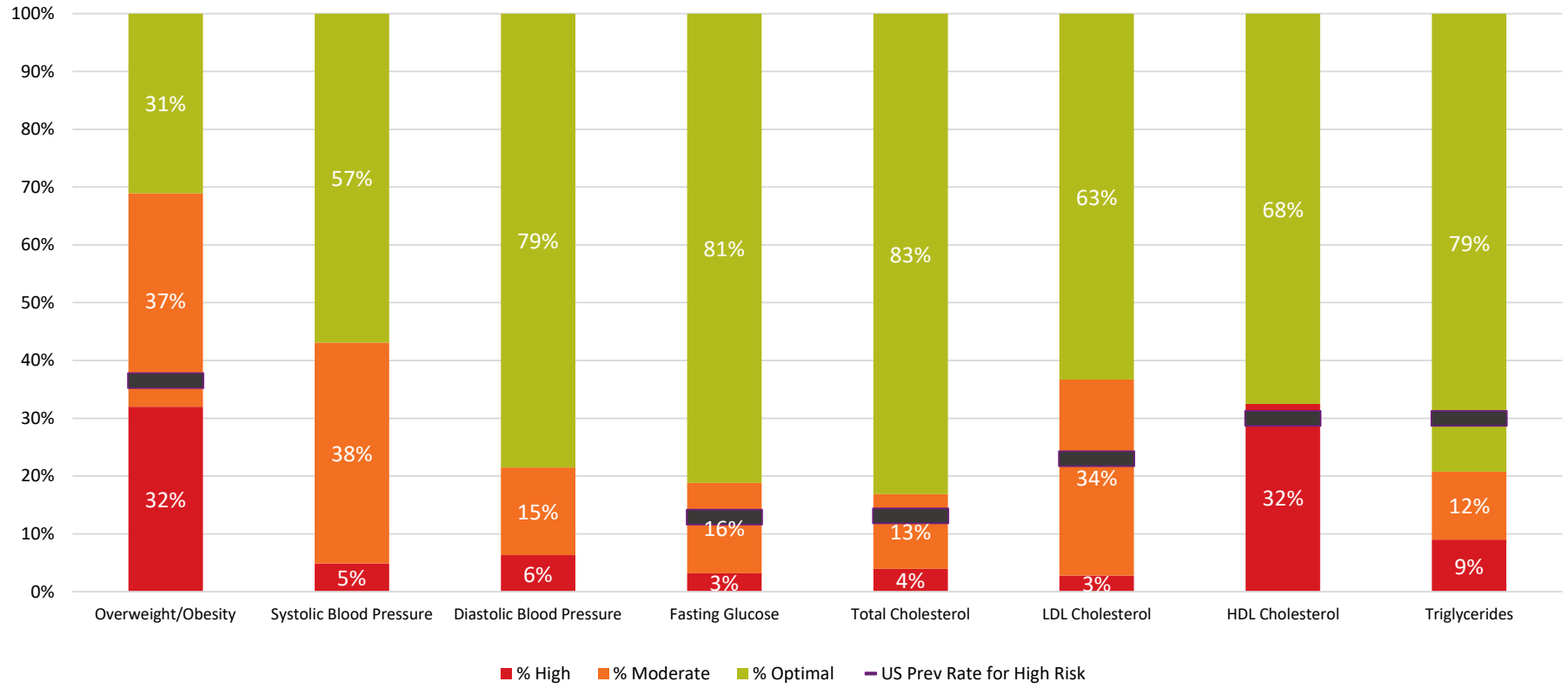
High/Chronic Risk Criteria:

High Risk (1+ of the following)	Chronic (1+ of the following)
BP Systolic ≥ 140	Asthma
BP Diastolic ≥ 90	Chronic Obstructive Pulmonary Disease (COPD)
Glucose ≥ 126, Random ≥ 200	Coronary Artery Disease (CAD)
Cholesterol ≥ 240, or LDL ≥190	Depression
Triglycerides ≥ 500	Diabetes
BMI ≥ 35	Heart Failure
PHQ Score > 15 (Depression)	Hypertension
Profile High Risk Factors ≥ 5*	Metabolic Syndrome

* 5 or more high risk health categories such as smoking, alcohol use, stress, sleep issues or other risk factors including biometric results

Biometric Risk Factors

The following biometric risk factors affect the probabilities for multiple disease pathways. Marathon clinicians work with your population to identify and reduce biometric risks based on each patient's unique profile and readiness to change. Sources for biometric data include mass biometric screenings and individual screenings performed in the health center. Note that high readings for blood pressure and glucose indicate heightened risk for hypertension and diabetes respectively, but do not necessarily indicate the presence of a chronic condition (see next section).

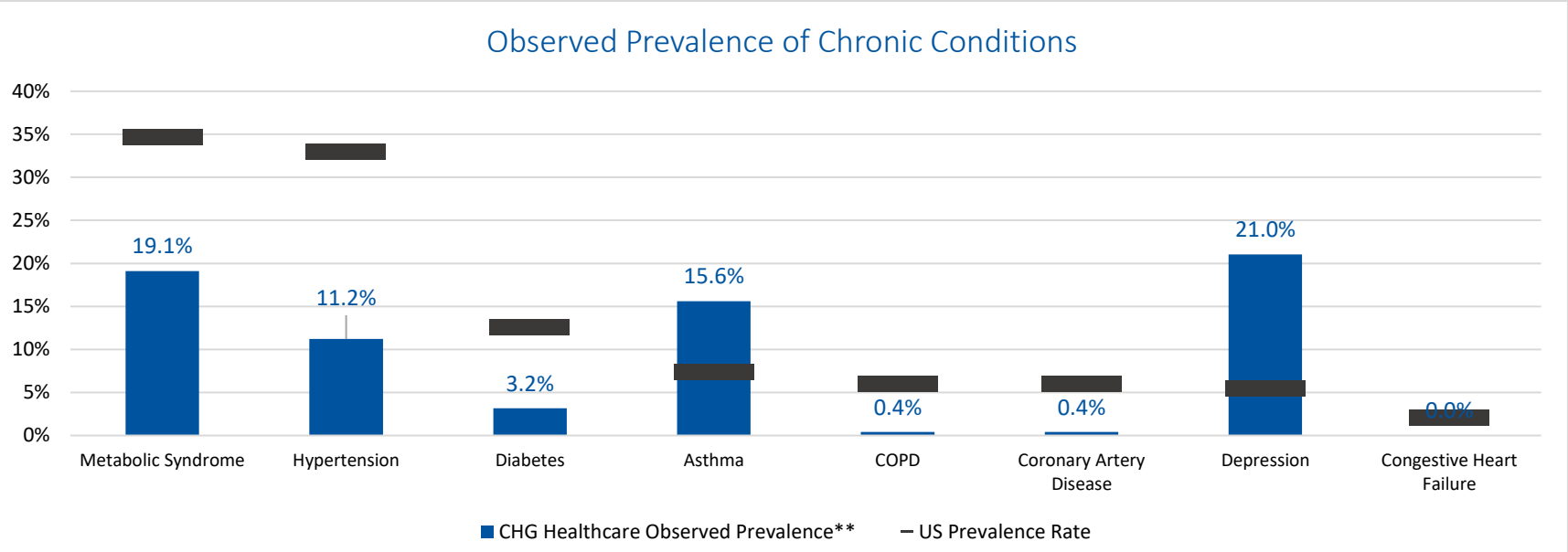


Biometric	Risk Thresholds	Optimal	Moderate Risk	High Risk	Total Screened	% Optimal	% Moderate	% High	US Prev Rate for High Risk
Overweight/Obesity	High >=30, Mod >=25	440	523	453	1,416	31%	37%	32%	37%
Systolic Blood Pressure	High >=140, Mod >120	813	545	70	1,428	57%	38%	5%	N/A
Diastolic Blood Pressure	High >=90, Mod >80	1,121	217	90	1,428	79%	15%	6%	N/A
Fasting Glucose	High >=126, Mod >100	921	178	36	1,135	81%	16%	3%	13%
Total Cholesterol	High >=240, Mod >200	1,016	158	48	1,222	83%	13%	4%	13%
LDL Cholesterol	High >=160, Mod >99	772	413	34	1,219	63%	34%	3%	23%
HDL Cholesterol	High Male: <40, Female: <50	825		397	1,222	68%		32%	30%
Triglycerides	High >=200, Mod >150	968	144	110	1,222	79%	12%	9%	30%

*US prevalence rates not available for high systolic and diastolic measurements independently.

Chronic Conditions

Individuals with one or more chronic conditions account for 86% of US healthcare costs, per CDC*. Prevention, early detection and better management are keys to improving health and reducing cost. Marathon Health uses biometric screening, claims mining and health center encounters to identify members with chronic conditions and to populate prioritized outreach lists. The clinical team then works with each patient to ensure standards of care are met, to improve care coordination and to be a source of ongoing support and motivation.



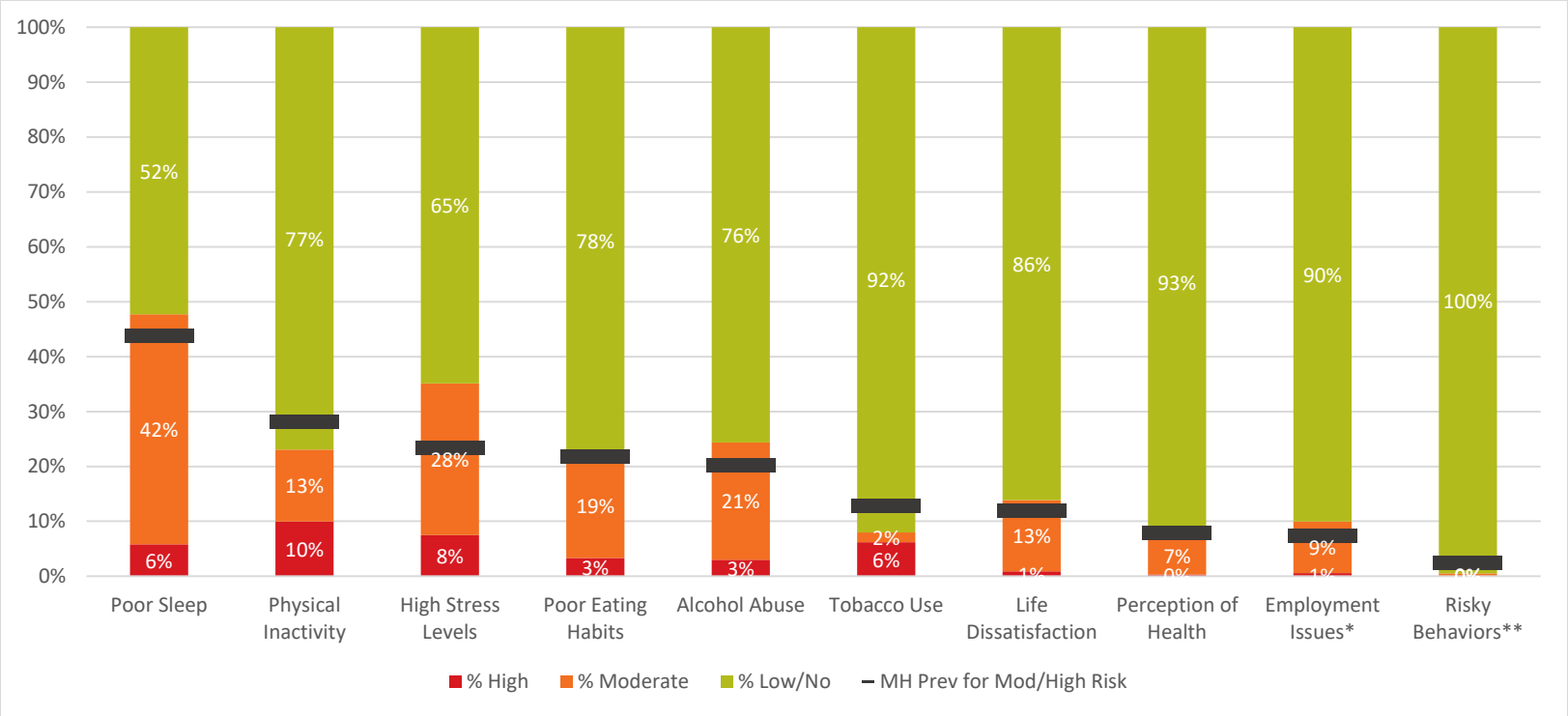
Condition	Members with Condition	CHG Healthcare Observed Prevalence**	US Prevalence Rate
Metabolic Syndrome	278	19.1%	34.7%
Hypertension	163	11.2%	33.0%
Diabetes	46	3.2%	12.6%
Asthma	227	15.6%	7.4%
COPD	6	0.4%	6.0%
Coronary Artery Disease	6	0.4%	6.0%
Depression	306	21.0%	5.4%
Congestive Heart Failure	0	0.0%	2.0%

**As a percentage of the screened and/or mined population

Lifestyle Risk Factors

The following lifestyle risk factors are key determinants of health in a working age population.

Data sources include health risk assessments and information gathered from patient visits. HRA responses are self-reported. Benchmarks for comparison are based on entire Marathon Health patient population at moderate thresholds for risk.



Lifestyle Risk Factor	High Risk	Moderate Risk	Low/No Risk	Total Population	% High	% Moderate	% Low/No	MH Prev for Mod/High Risk
Poor Sleep	77	557	695	1329	6%	42%	52%	43.8%
Physical Inactivity	133	174	1025	1332	10%	13%	77%	28.2%
High Stress Levels	100	368	865	1333	8%	28%	65%	23.5%
Poor Eating Habits	40	228	934	1202	3%	19%	78%	21.8%
Alcohol Abuse	40	283	1003	1326	3%	21%	76%	20.2%
Tobacco Use	84	24	1247	1355	6%	2%	92%	12.9%
Life Dissatisfaction	12	173	1149	1334	1%	13%	86%	11.9%
Perception of Health	4	91	1238	1333	0%	7%	93%	7.9%
Employment Issues*	7	113	1083	1203	1%	9%	90%	7.3%
Risky Behaviors**	0	6	1197	1203	0%	0%	100%	2.4%

* Employment issues include job dissatisfaction, difficulty concentrating at work and work days missed due to illness

** Risky behaviors include impaired driving, no seat belt use, not using sunscreen, risky sexual behaviors

Summary & Recommendations

Risk Factor/Chronic Condition	Data Source	High Risk	Sample Population	High Risk %	US Prevalence	Status vs. Prevalence	Coaching Engagement		Acute Engagement		Total Engagement	
Biometric Risk Factors												
Obesity (BMI) >=30	Screening	453	1,416	32.0%	36.5%		334	73.7%	69	15.2%	403	89.0%
Blood Pressure >=(140/90)	Screening	121	1,428	8.5%	17.8%		84	69.4%	18	14.9%	102	84.3%
Fasting Glucose >=126	Screening	36	1,135	3.2%	12.9%		32	88.9%	1	2.8%	33	91.7%
Cholesterol >=240, >=160, <40/50	Screening	430	1,219	35.3%	29.8%		331	77.0%	51	11.9%	382	88.8%
Triglycerides >=200	Screening	110	1,222	9.0%	30.0%		85	77.3%	12	10.9%	97	88.2%
Chronic Conditions												
Metabolic Syndrome	Claims/Clinic	278	1,455	19.1%	34.7%		224	80.6%	25	9.0%	249	89.6%
Hypertension	Claims/Clinic	163	1,455	11.2%	33.0%		136	83.4%	8	4.9%	144	88.3%
Diabetes	Claims/Clinic	46	1,455	3.2%	12.6%		38	82.6%	3	6.5%	41	89.1%
Asthma	Claims/Clinic	227	1,455	15.6%	7.4%		180	79.3%	28	12.3%	208	91.6%
Chronic Bronchitis (COPD)	Claims/Clinic	6	1,455	0.4%	6.0%		4	66.7%	2	33.3%	6	100.0%
Coronary Artery Disease (CAD)	Claims/Clinic	6	1,455	0.4%	6.0%		4	66.7%	2	33.3%	6	100.0%
Depression	Claims/Clinic	306	1,455	21.0%	5.4%		251	82.0%	29	9.5%	280	91.5%
Congestive Heart Failure (CHF)	Claims/Clinic	0	1,455	0.0%	2.0%		0		0		0	
Lifestyle and Other Risks												
Poor Sleep	HRA	634	1,329	47.7%	43.8%		480	75.7%	95	15.0%	575	90.7%
Physical Inactivity	HRA	307	1,332	23.0%	28.2%		228	74.3%	47	15.3%	275	89.6%
High Stress Levels	HRA	468	1,333	35.1%	23.5%		342	73.1%	70	15.0%	412	88.0%
Poor Eating Habits	HRA	268	1,202	22.3%	21.8%		187	69.8%	54	20.1%	241	89.9%
Alcohol Abuse	HRA	323	1,326	24.4%	20.2%		234	72.4%	56	17.3%	290	89.8%
Tobacco Use	HRA	108	1,355	8.0%	12.9%		79	73.1%	16	14.8%	95	88.0%
Life Dissatisfaction	HRA	185	1,334	13.9%	11.9%		151	81.6%	18	9.7%	169	91.4%
Perception of Health	HRA	95	1,333	7.1%	7.9%		66	69.5%	10	10.5%	76	80.0%
Employment Issues	HRA	120	1,203	10.0%	7.3%		96	80.0%	11	9.2%	107	89.2%
Risky Behaviors	HRA	6	1,203	0.5%	2.4%		5	83.3%	1	16.7%	6	100.0%

*Lifestyle and other risks use the high/moderate ranges and benchmarks for comparison are based on entire Marathon Health patient population at moderate thresholds for risk.

Color Key: ≥ 100% of Benchmark, Between 80%-99% of Benchmark, < 80% of Benchmark

Recommendations:

Clinical Activity and Trends Report

Customer XYZ
Nov 1, 2019 - Nov 30, 2019
By Location

Identify Risk → Mitigate Risk → Capture Savings

Overview

The Clinical Activity and Trends (CAT) report is your guide to the performance of your onsite health center(s) and your overall program of population health management (PHM). Each month the report provides you with important information on the volume and type of services coming through the health center, who is accessing services and why, what percent of your population has been screened for health risks and/or chronic conditions (the "target population"), what percent of the target population is engaged with a member of the medical staff to reduce their risks, and the predicted savings from operations. Savings include the value of redirected care, risk mitigation, saved time away from work and enhanced productivity from a healthier workforce.

The Virtuous Cycle of Population Health Management

The key to reducing health care costs over the long term is identifying and mitigating health care risks. The Clinical Activity and Trends report is structured to provide you with data on the key metrics that drive this cycle.

Section 1: Dashboard
Section 2: Appointment Stats
Section 3: Volume
Section 4: Risk Identification
Section 5: Engagement
Section 6: High & Chronic Engagement
Section 7: Risk Mitigation
Section 8: Activity Detail
Section 9: Top Diagnosis & Prescriptions
Section 10: Savings Estimate
Section 11: Glossary

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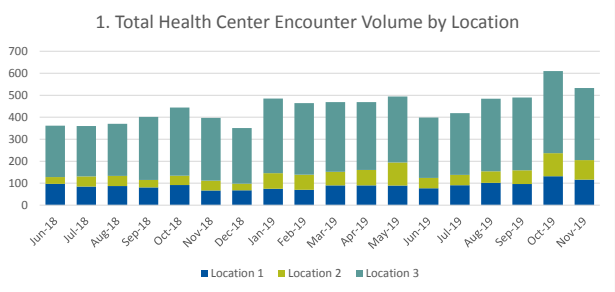
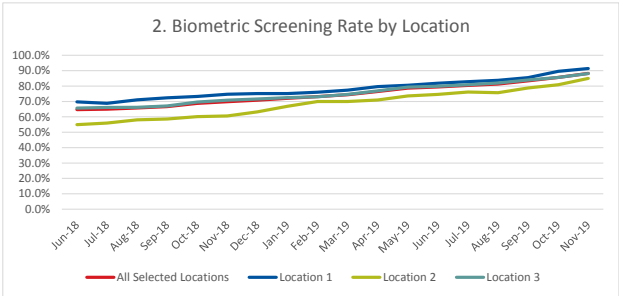
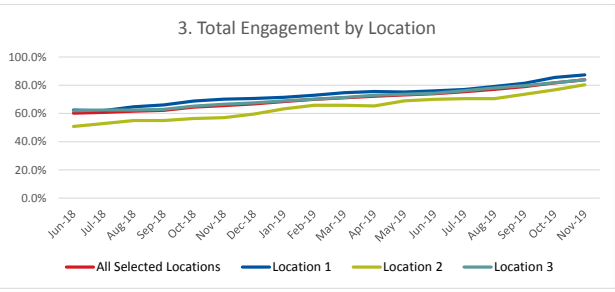
Clinical Activity and Trends - Dashboard

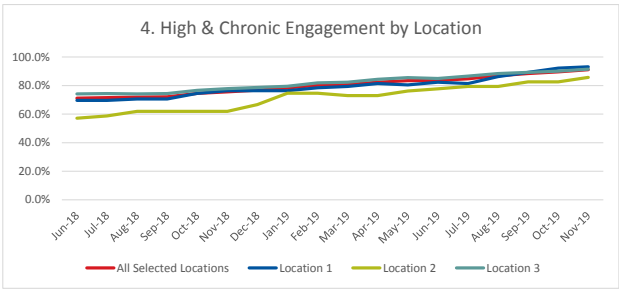
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019



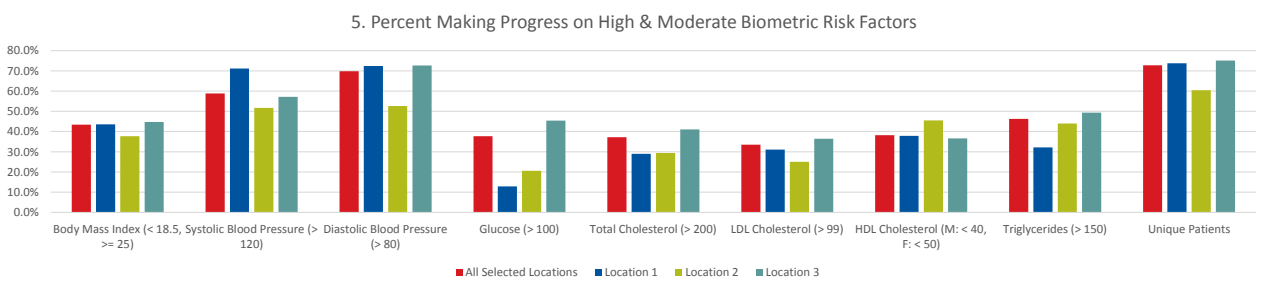


1. Health Center Encounter Volume: volume of encounters with medical staff over time. Volume is shown for acute care, preventive care and health coaching and excludes ancillary services (i.e. labs/tests/injections).
2. Biometric Screening Rate: percent of population with biometric data collected within the past 24 months.





3. Total Engagement: percent of population with a coaching or acute visit within the past 18 months.
4. High & Chronic Engagement: percent of the high and/or chronic population with a coaching or acute visit in the past 18 months.



5. Percent Making Progress: percent of the population identified as at-risk for a given biometric who have since had a second screening for that biometric that showed progress toward or into the normal range.

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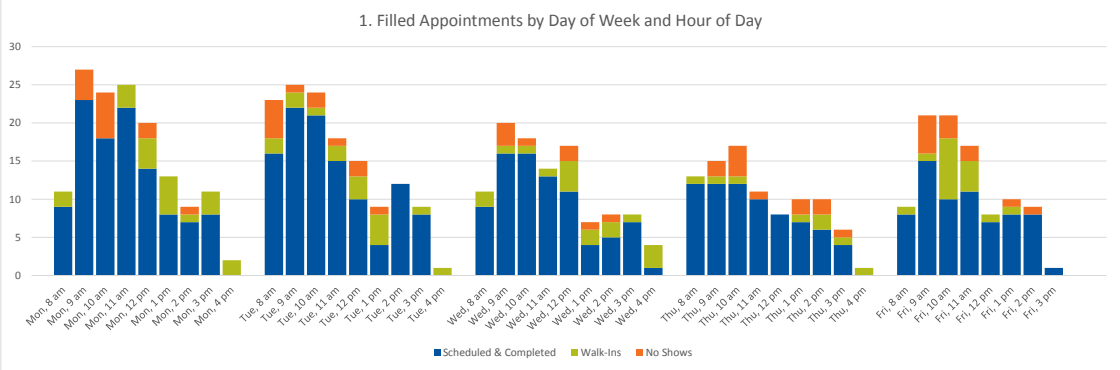
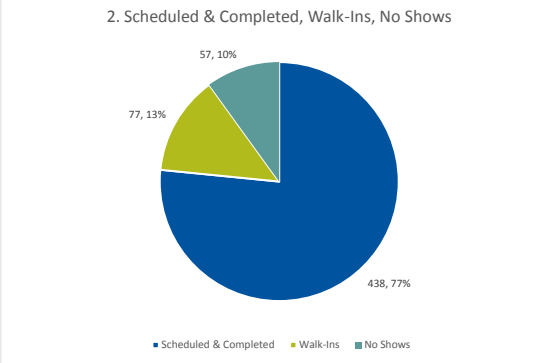
Appointment Statistics

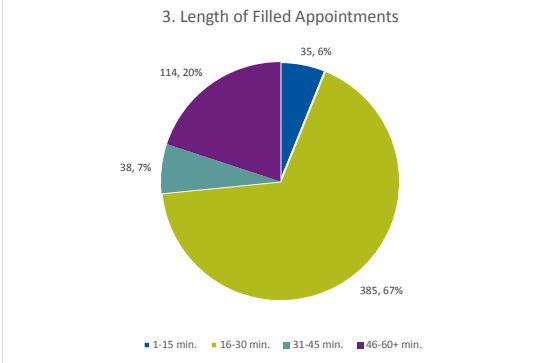
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

Data may also include appointments for those from other organizations using this health center.
Graphs 1, 2 and 3 show combined data for all members and all locations selected for the current month.

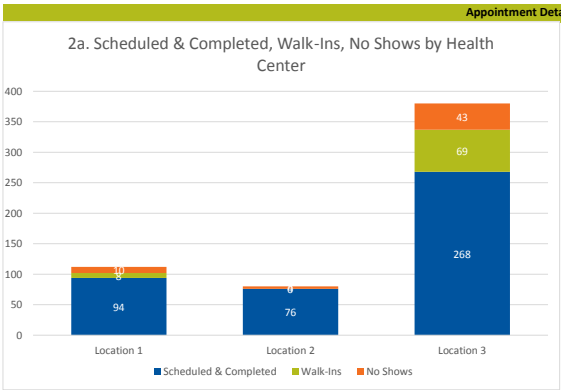


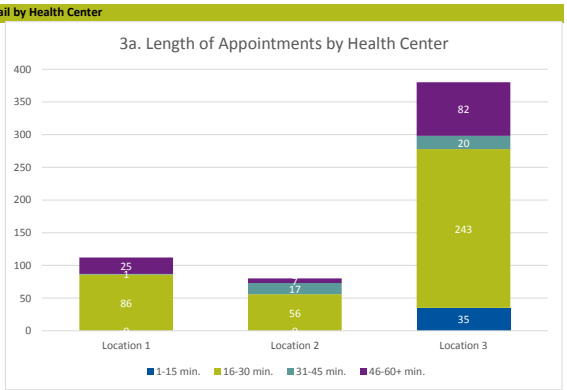
Appointment Detail



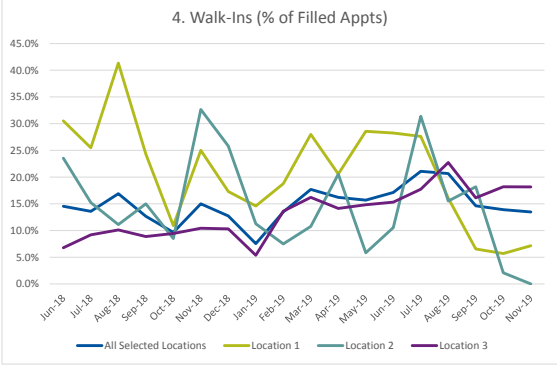


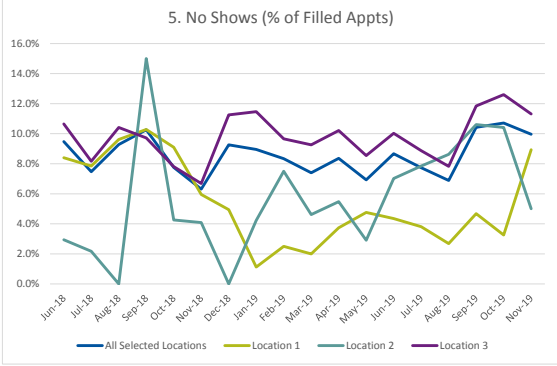
Appointment Detail by Health Center





Walk-Ins and No Shows, Monthly Trend





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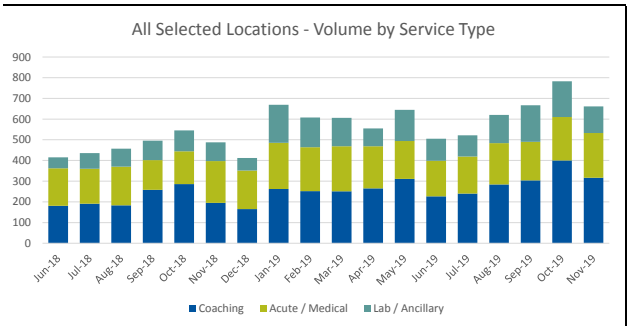
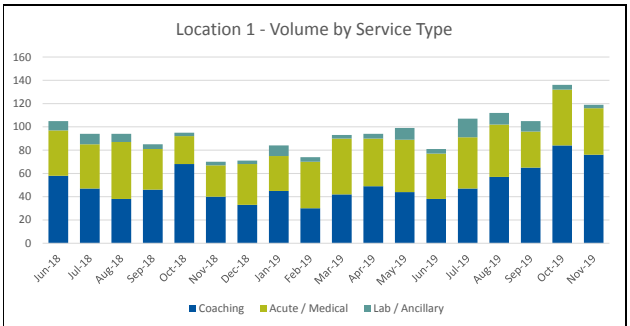
Volume by Location

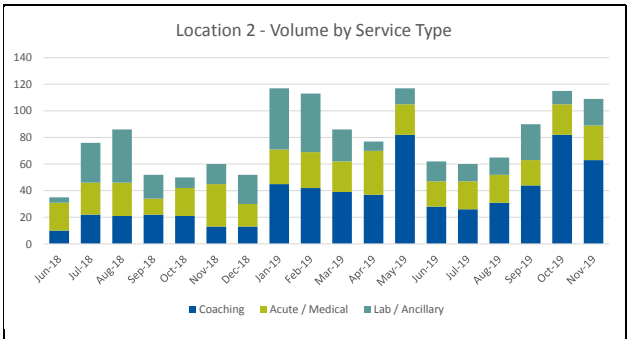
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019



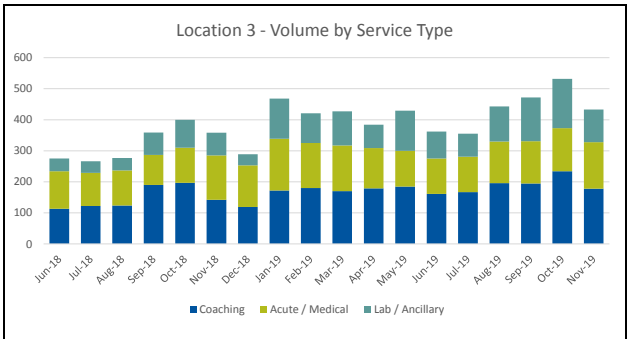
	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	181	181	53	233
Jul-18	191	169	76	223
Aug-18	183	187	87	236
Sep-18	258	144	94	254
Oct-18	286	158	101	302
Nov-18	195	202	91	240
Dec-18	165	186	61	211
Jan-19	262	223	184	303
Feb-19	252	212	144	280
Mar-19	251	218	137	275
Apr-19	265	204	86	285
May-19	311	183	151	305
Jun-19	227	172	106	252
Jul-19	240	179	103	250
Aug-19	284	200	136	289
Sep-19	304	186	177	318
Oct-19	400	210	173	373
Nov-19	317	216	128	310
Total	**4,572**	**3,430**	**2,088**	-



	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	58	39	8	56
Jul-18	47	38	9	48
Aug-18	38	49	7	56
Sep-18	46	35	4	57
Oct-18	68	24	3	62
Nov-18	40	27	3	42
Dec-18	33	35	3	40
Jan-19	45	30	9	47
Feb-19	30	40	4	46
Mar-19	42	48	3	52
Apr-19	49	41	4	54
May-19	44	45	10	52
Jun-19	38	39	4	47
Jul-19	47	44	16	59
Aug-19	57	45	10	61
Sep-19	65	31	9	61
Oct-19	84	48	4	86
Nov-19	76	40	3	61
Total	**907**	**698**	**113**	-



	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	10	21	4	25
Jul-18	22	24	30	27
Aug-18	21	25	40	31
Sep-18	22	12	18	26
Oct-18	21	21	8	35
Nov-18	13	32	15	30
Dec-18	13	17	22	21
Jan-19	45	26	46	49
Feb-19	42	27	44	38
Mar-19	39	23	24	30
Apr-19	37	33	7	40
May-19	82	23	12	68
Jun-19	28	19	15	31
Jul-19	26	21	13	32
Aug-19	31	21	13	31
Sep-19	44	19	27	35
Oct-19	82	23	10	56
Nov-19	63	26	20	47
Total	**641**	**413**	**368**	-



	Coaching	Acute / Medical	Lab / Ancillary	Unique Patients w/ Activity
Jun-18	113	121	41	152
Jul-18	122	107	37	148
Aug-18	124	113	40	149
Sep-18	190	97	72	171
Oct-18	197	113	90	205
Nov-18	142	143	73	168
Dec-18	119	134	36	150
Jan-19	172	167	129	207
Feb-19	180	145	96	196
Mar-19	170	147	110	193
Apr-19	179	130	75	191
May-19	185	115	129	185
Jun-19	161	114	87	174
Jul-19	167	114	74	159
Aug-19	196	134	113	197
Sep-19	195	136	141	222
Oct-19	234	139	159	231
Nov-19	178	150	105	202
Total	**3,024**	**2,319**	**1,607**	-

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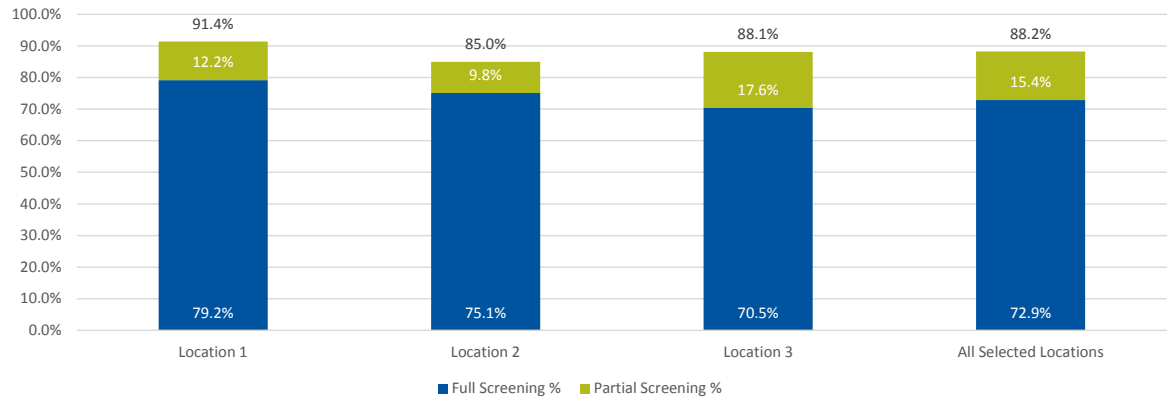
Screening and Risk Identification by Location

Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019



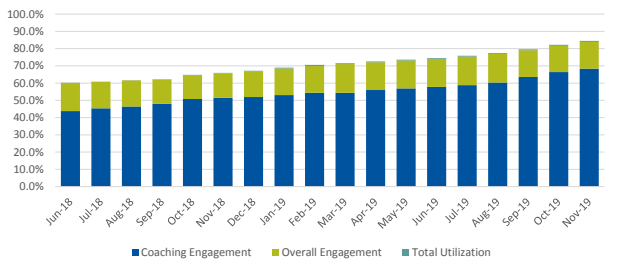
Location	N Eligible	Full Screening	Full Screening %	Partial Screening	Partial Screening %	Total	Unique Members screened (any) in current period
Location 1	221	175	79.2%	27	12.2%	91.4%	51
Location 2	193	145	75.1%	19	9.8%	85.0%	46
Location 3	784	553	70.5%	138	17.6%	88.1%	139
All Selected Locations	1,198	873	72.9%	184	15.4%	88.2%	236

Any Biometric Screening History - 24 Month Lookback								
	All Selected Locations		Location 1		Location 2		Location 3	
Month	N	%	N	%	N	%	N	%
Jun-18	775	64.7%	154	69.7%	106	54.9%	515	65.7%
Jul-18	778	64.9%	152	68.8%	108	56.0%	518	66.1%
Aug-18	788	65.8%	157	71.0%	112	58.0%	519	66.2%
Sep-18	799	66.7%	160	72.4%	113	58.5%	526	67.1%
Oct-18	824	68.8%	162	73.3%	116	60.1%	546	69.6%
Nov-18	837	69.9%	165	74.7%	117	60.6%	555	70.8%
Dec-18	849	70.9%	166	75.1%	122	63.2%	561	71.6%
Jan-19	863	72.0%	166	75.1%	129	66.8%	568	72.4%
Feb-19	876	73.1%	168	76.0%	135	69.9%	573	73.1%
Mar-19	891	74.4%	171	77.4%	135	69.9%	585	74.6%
Apr-19	916	76.5%	176	79.6%	137	71.0%	603	76.9%
May-19	942	78.6%	178	80.5%	142	73.6%	622	79.3%
Jun-19	951	79.4%	181	81.9%	144	74.6%	626	79.8%
Jul-19	964	80.5%	183	82.8%	147	76.2%	634	80.9%
Aug-19	974	81.3%	185	83.7%	146	75.6%	643	82.0%
Sep-19	999	83.4%	189	85.5%	152	78.8%	658	83.9%
Oct-19	1,025	85.6%	198	89.6%	156	80.8%	671	85.6%
Nov-19	1,057	88.2%	202	91.4%	164	85.0%	691	88.1%

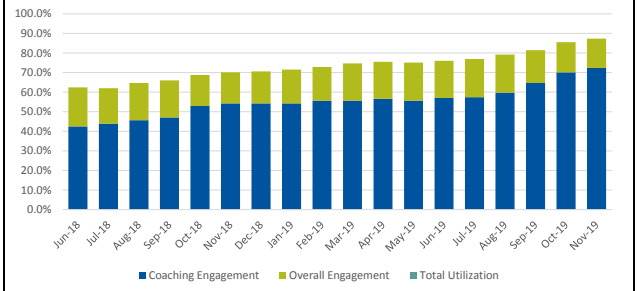
Engagement by Location

Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

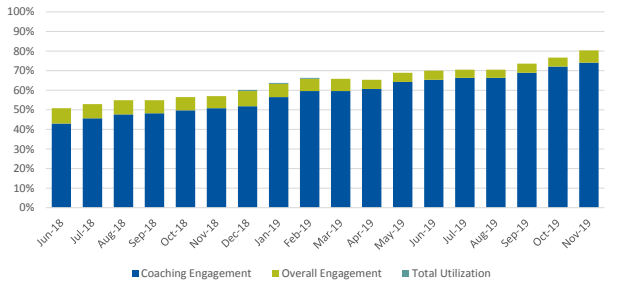
Engagement and utilization are based on an 18 month lookback.



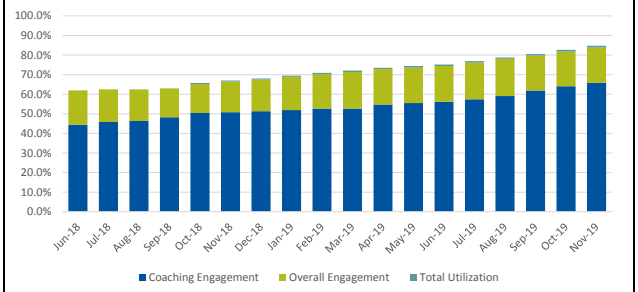
All Selected Locations - Total Population Engagement & Utilization						
Total Eligible 1,198	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	525	43.8%	721	60.2%	722	60.3%
Jul-18	544	45.4%	728	60.8%	729	60.9%
Aug-18	556	46.4%	738	61.6%	739	61.7%
Sep-18	575	48.0%	745	62.2%	746	62.3%
Oct-18	608	50.8%	772	64.4%	776	64.8%
Nov-18	616	51.4%	786	65.6%	790	65.9%
Dec-18	622	51.9%	800	66.8%	805	67.2%
Jan-19	636	53.1%	820	68.4%	826	68.9%
Feb-19	651	54.3%	838	69.9%	845	70.5%
Mar-19	651	54.3%	851	71.0%	857	71.5%
Apr-19	671	56.0%	864	72.1%	869	72.5%
May-19	682	56.9%	876	73.1%	882	73.6%
Jun-19	692	57.8%	886	74.0%	892	74.5%
Jul-19	705	58.8%	903	75.4%	909	75.9%
Aug-19	723	60.4%	923	77.0%	928	77.5%
Sep-19	761	63.5%	947	79.0%	953	79.5%
Oct-19	796	66.4%	978	81.6%	985	82.2%
Nov-19	819	68.4%	1005	83.9%	1012	84.5%



Location 1 - Total Population Engagement & Utilization						
Total Eligible 221	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	94	42.5%	138	62.4%	138	62.4%
Jul-18	97	43.9%	137	62.0%	137	62.0%
Aug-18	101	45.7%	143	64.7%	143	64.7%
Sep-18	104	47.1%	146	66.1%	146	66.1%
Oct-18	117	52.9%	152	68.8%	152	68.8%
Nov-18	120	54.3%	155	70.1%	155	70.1%
Dec-18	120	54.3%	156	70.6%	156	70.6%
Jan-19	120	54.3%	158	71.5%	158	71.5%
Feb-19	123	55.7%	161	72.9%	161	72.9%
Mar-19	123	55.7%	165	74.7%	165	74.7%
Apr-19	125	56.6%	167	75.6%	167	75.6%
May-19	123	55.7%	166	75.1%	166	75.1%
Jun-19	126	57.0%	168	76.0%	168	76.0%
Jul-19	127	57.5%	170	76.9%	170	76.9%
Aug-19	132	59.7%	175	79.2%	175	79.2%
Sep-19	143	64.7%	180	81.4%	180	81.4%
Oct-19	155	70.1%	189	85.5%	189	85.5%
Nov-19	160	72.4%	193	87.3%	193	87.3%



Location 2 - Total Population Engagement & Utilization						
Total Eligible 193	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	83	43.0%	98	50.8%	98	50.8%
Jul-18	88	45.6%	102	52.8%	102	52.8%
Aug-18	92	47.7%	106	54.9%	106	54.9%
Sep-18	93	48.2%	106	54.9%	106	54.9%
Oct-18	96	49.7%	109	56.5%	109	56.5%
Nov-18	98	50.8%	110	57.0%	110	57.0%
Dec-18	100	51.8%	115	59.6%	116	60.1%
Jan-19	109	56.5%	122	63.2%	123	63.7%
Feb-19	115	59.6%	127	65.8%	128	66.3%
Mar-19	115	59.6%	127	65.8%	127	65.8%
Apr-19	117	60.6%	126	65.3%	126	65.3%
May-19	124	64.2%	133	68.9%	133	68.9%
Jun-19	126	65.3%	135	69.9%	135	69.9%
Jul-19	128	66.3%	136	70.5%	136	70.5%
Aug-19	128	66.3%	136	70.5%	136	70.5%
Sep-19	133	68.9%	142	73.6%	142	73.6%
Oct-19	139	72.0%	148	76.7%	148	76.7%
Nov-19	143	74.1%	155	80.3%	155	80.3%



Location 3 - Total Population Engagement & Utilization						
Total Eligible 784	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	348	44.4%	485	61.9%	486	62.0%
Jul-18	359	45.8%	489	62.4%	490	62.5%
Aug-18	363	46.3%	489	62.4%	490	62.5%
Sep-18	378	48.2%	493	62.9%	494	63.0%
Oct-18	395	50.4%	511	65.2%	515	65.7%
Nov-18	398	50.8%	521	66.5%	525	67.0%
Dec-18	402	51.3%	529	67.5%	533	68.0%
Jan-19	407	51.9%	540	68.9%	545	69.5%
Feb-19	413	52.7%	550	70.2%	556	70.9%
Mar-19	413	52.7%	559	71.3%	565	72.1%
Apr-19	429	54.7%	571	72.8%	576	73.5%
May-19	435	55.5%	577	73.6%	583	74.4%
Jun-19	440	56.1%	583	74.4%	589	75.1%
Jul-19	450	57.4%	597	76.1%	603	76.9%
Aug-19	463	59.1%	612	78.1%	617	78.7%
Sep-19	485	61.9%	625	79.7%	631	80.5%
Oct-19	502	64.0%	641	81.8%	648	82.7%
Nov-19	516	65.8%	657	83.8%	664	84.7%

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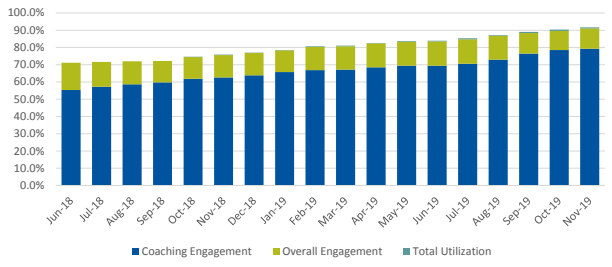
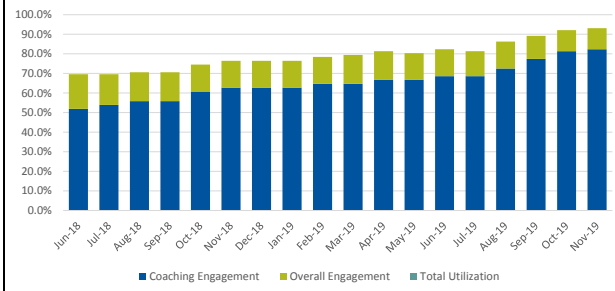
High and Chronic Engagement by Location

Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

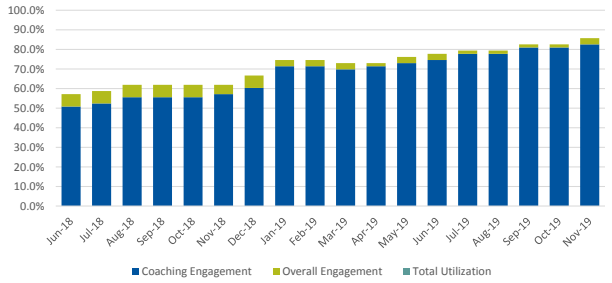
High & Chronic engagement and utilization are based on an 18 month lookback.



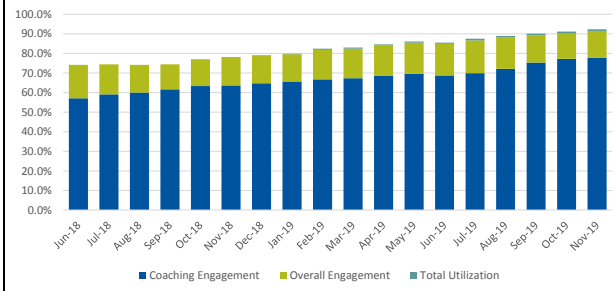
All Selected Locations - High and Chronic Population Engagement & Utilization						
H&C Eligible 517	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	286	55.3%	368	71.2%	368	71.2%
Jul-18	296	57.3%	370	71.6%	370	71.6%
Aug-18	303	58.6%	372	72.0%	372	72.0%
Sep-18	309	59.8%	373	72.1%	373	72.1%
Oct-18	320	61.9%	385	74.5%	386	74.7%
Nov-18	324	62.7%	391	75.6%	392	75.8%
Dec-18	330	63.8%	397	76.8%	398	77.0%
Jan-19	340	65.8%	405	78.3%	406	78.5%
Feb-19	346	66.9%	415	80.3%	417	80.7%
Mar-19	347	67.1%	417	80.7%	419	81.0%
Apr-19	354	68.5%	426	82.4%	427	82.6%
May-19	359	69.4%	431	83.4%	433	83.8%
Jun-19	359	69.4%	432	83.6%	434	83.9%
Jul-19	365	70.6%	438	84.7%	441	85.3%
Aug-19	377	72.9%	449	86.8%	451	87.2%
Sep-19	395	76.4%	457	88.4%	460	89.0%
Oct-19	406	78.5%	463	89.6%	467	90.3%
Nov-19	410	79.3%	471	91.1%	474	91.7%



Location 1- High and Chronic Engagement & Utilization						
H&C Eligible 102	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	53	52.0%	71	69.6%	71	69.6%
Jul-18	55	53.9%	71	69.6%	71	69.6%
Aug-18	57	55.9%	72	70.6%	72	70.6%
Sep-18	57	55.9%	72	70.6%	72	70.6%
Oct-18	62	60.8%	76	74.5%	76	74.5%
Nov-18	64	62.7%	78	76.5%	78	76.5%
Dec-18	64	62.7%	78	76.5%	78	76.5%
Jan-19	64	62.7%	78	76.5%	78	76.5%
Feb-19	66	64.7%	80	78.4%	80	78.4%
Mar-19	66	64.7%	81	79.4%	81	79.4%
Apr-19	68	66.7%	83	81.4%	83	81.4%
May-19	68	66.7%	82	80.4%	82	80.4%
Jun-19	70	68.6%	84	82.4%	84	82.4%
Jul-19	70	68.6%	83	81.4%	83	81.4%
Aug-19	74	72.5%	88	86.3%	88	86.3%
Sep-19	79	77.5%	91	89.2%	91	89.2%
Oct-19	83	81.4%	94	92.2%	94	92.2%
Nov-19	84	82.4%	95	93.1%	95	93.1%



Location 2 - High and Chronic Engagement & Utilization						
H&C Eligible 63	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	32	50.8%	36	57.1%	36	57.1%
Jul-18	33	52.4%	37	58.7%	37	58.7%
Aug-18	35	55.6%	39	61.9%	39	61.9%
Sep-18	35	55.6%	39	61.9%	39	61.9%
Oct-18	35	55.6%	39	61.9%	39	61.9%
Nov-18	36	57.1%	39	61.9%	39	61.9%
Dec-18	38	60.3%	42	66.7%	42	66.7%
Jan-19	45	71.4%	47	74.6%	47	74.6%
Feb-19	45	71.4%	47	74.6%	47	74.6%
Mar-19	44	69.8%	46	73.0%	46	73.0%
Apr-19	45	71.4%	46	73.0%	46	73.0%
May-19	46	73.0%	48	76.2%	48	76.2%
Jun-19	47	74.6%	49	77.8%	49	77.8%
Jul-19	49	77.8%	50	79.4%	50	79.4%
Aug-19	49	77.8%	50	79.4%	50	79.4%
Sep-19	51	81.0%	52	82.5%	52	82.5%
Oct-19	51	81.0%	52	82.5%	52	82.5%
Nov-19	52	82.5%	54	85.7%	54	85.7%



Location 3 - High and Chronic Engagement & Utilization						
H&C Eligible 352	Patients In Coaching		Total Engaged (Coaching & Acute)		Total Utilization (Coaching, Acute, Labs/Other)	
Month	N	%	N	%	N	%
Jun-18	201	57.1%	261	74.1%	261	74.1%
Jul-18	208	59.1%	262	74.4%	262	74.4%
Aug-18	211	59.9%	261	74.1%	261	74.1%
Sep-18	217	61.6%	262	74.4%	262	74.4%
Oct-18	223	63.4%	270	76.7%	271	77.0%
Nov-18	224	63.6%	274	77.8%	275	78.1%
Dec-18	228	64.8%	277	78.7%	278	79.0%
Jan-19	231	65.6%	280	79.5%	281	79.8%
Feb-19	235	66.8%	288	81.8%	290	82.4%
Mar-19	237	67.3%	290	82.4%	292	83.0%
Apr-19	241	68.5%	297	84.4%	298	84.7%
May-19	245	69.6%	301	85.5%	303	86.1%
Jun-19	242	68.8%	299	84.9%	301	85.5%
Jul-19	246	69.9%	305	86.6%	308	87.5%
Aug-19	254	72.2%	311	88.4%	313	88.9%
Sep-19	265	75.3%	314	89.2%	317	90.1%
Oct-19	272	77.3%	317	90.1%	321	91.2%
Nov-19	274	77.8%	322	91.5%	325	92.3%

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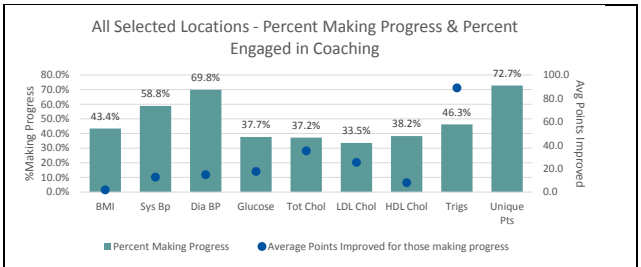
Risk Mitigation by Location

Customer XYZ

Locations: 1,2,3; Member Types: Employee

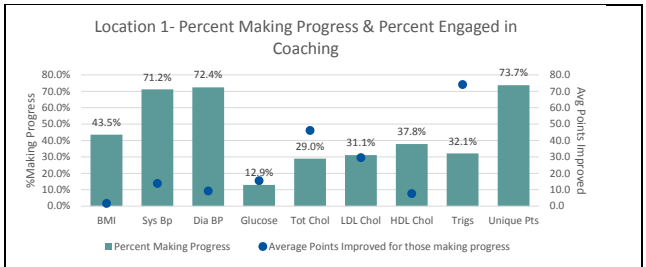
Nov 1, 2019 - Nov 30, 2019

Progress on Biometric Risks: the number of members identified with each biometric risk factor, the percent of those who have engaged in coaching in the past 18 months, the percent who have had a more recent biometric result toward or into the normal range, and the average amount (points) of progress by those who have improved.



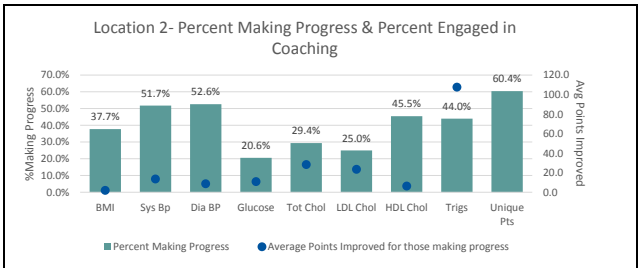
All Selected Locations

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	701	83.2%	43.4%	1.9
Systolic Blood Pressure (> 120)	680	81.8%	58.8%	12.7
Diastolic Blood Pressure (> 80)	404	85.4%	69.8%	14.8
Glucose (> 100)	239	89.5%	37.7%	17.6
Total Cholesterol (> 200)	371	85.2%	37.2%	35.1
LDL Cholesterol (> 99)	531	84.4%	33.5%	25.3
HDL Cholesterol (M: < 40, F: < 50)	204	88.2%	38.2%	8.0
Triglycerides (> 150)	201	88.1%	46.3%	89.0
Unique Patients	960	79.6%	72.7%	



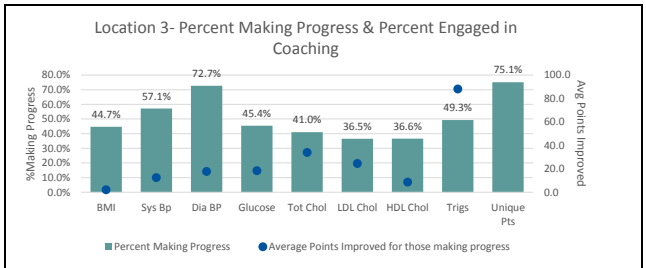
Location 1

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	124	84.7%	43.5%	1.6
Systolic Blood Pressure (> 120)	104	92.3%	71.2%	13.8
Diastolic Blood Pressure (> 80)	87	88.5%	72.4%	9.2
Glucose (> 100)	31	83.9%	12.9%	15.5
Total Cholesterol (> 200)	69	79.7%	29.0%	46.2
LDL Cholesterol (> 99)	103	84.5%	31.1%	29.6
HDL Cholesterol (M: < 40, F: < 50)	37	91.9%	37.8%	7.6
Triglycerides (> 150)	28	89.3%	32.1%	74.1
Unique Patients	179	82.1%	73.7%	



Location 2

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	114	93.9%	37.7%	1.9
Systolic Blood Pressure (> 120)	58	93.1%	51.7%	13.5
Diastolic Blood Pressure (> 80)	57	93.0%	52.6%	8.6
Glucose (> 100)	34	100.0%	20.6%	10.9
Total Cholesterol (> 200)	51	94.1%	29.4%	28.3
LDL Cholesterol (> 99)	88	93.2%	25.0%	23.4
HDL Cholesterol (M: < 40, F: < 50)	33	97.0%	45.5%	6.3
Triglycerides (> 150)	25	100.0%	44.0%	107.5
Unique Patients	139	92.8%	60.4%	



Location 3

	Number at Risk	% Engaged in Coaching	% Making Progress	Average Points Improved for those making progress
Body Mass Index (< 18.5, >= 25)	463	80.1%	44.7%	2.0
Systolic Blood Pressure (> 120)	518	78.4%	57.1%	12.4
Diastolic Blood Pressure (> 80)	260	82.7%	72.7%	17.7
Glucose (> 100)	174	88.5%	45.4%	18.3
Total Cholesterol (> 200)	251	84.9%	41.0%	34.0
LDL Cholesterol (> 99)	340	82.1%	36.5%	24.5
HDL Cholesterol (M: < 40, F: < 50)	134	85.1%	36.6%	8.6
Triglycerides (> 150)	148	85.8%	49.3%	88.0
Unique Patients	642	76.0%	75.1%	

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Activity Details by Location

Customer XYZ

Locations: 1,2,3; Member Types: Employee

Nov 1, 2019 - Nov 30, 2019

Health Center Activity Details: services provided at the health center by CPT (encounter, procedural, and diagnostic) code, and the plan savings from redirecting these services to the health center in the current timeframe.

Encounter & Procedure Volume							
CPT Code	**Description**	**Location 1**	**Location 2**	**Location 3**	**All Selected Locations**	**Plan Paid Unit Cost**	**Total Plan Paid Equivalent**
99443	Telephone Medical Service (21-30 min), Provider	0	0	1	1	$75	$75
99442	Telephone Medical Service (11-20 min), Provider	0	0	1	1	$50	$50
99404	Preventive Med Counseling – L4 (60 min)	1	1	2	4	$118	$471
99403	Preventive Med Counseling – L3 (45 min)	1	4	11	16	$92	$1,468
99402	Preventive Med Counseling – L2 (30 min)	23	22	50	95	$65	$6,204
99401	Preventive Med Counseling – L1 (15 min)	0	3	4	7	$38	$264
99396	History and Physical Exam, ages 40-64	0	0	2	2	$130	$260
99395	History and Physical Exam, ages 18-39	0	0	3	3	$121	$364
99385	History and Physical Exam- New ages 18-39	1	0	4	5	$138	$692
99355	Psychotherapy, each 30 min of evaluation	0	0	1	1	$98	$98
99214	Office Visit, Est – Level 4	1	6	10	17	$110	$1,876
99213	Office Visit, Est – Level 3	27	20	112	159	$75	$11,852
99212	Office Visit, Est – Level 2	5	1	8	14	$45	$625
99211	Office Visit, Est – Level 1	2	0	0	2	$21	$41
99204	Office Visit, New – Level 4	1	1	0	2	$171	$342
99203	Office Visit, New – Level 3	4	3	6	13	$111	$1,448
99202	Office Visit, New – Level 2	0	0	1	1	$76	$76
98968	Telephone Assess/Counseling (21-30 min)	0	0	1	1	$50	$50
98967	Telephone Assess/Counseling (11-20 min)	0	0	3	3	$35	$105
98966	Telephone Assess/Counseling (5-10 min)	0	0	3	3	$20	$60
90837	Psychotherapy, 60 minutes with patient and/or family	12	17	52	81	$135	$10,935
90834	Psychotherapy, 45 minutes with patient and/or family	3	1	8	12	$95	$1,140
90832	Psychotherapy, 30 minutes with patients and/or family member	12	0	1	13	$75	$975
90791	Psychotherapy: Initial Evaluation	3	0	8	11	$132	$1,452
69210	Cerumen Impaction Rem	0	0	1	1	$50	$50
69209	Cerumen Impaction Removal, using irrigation/lavage, unilateral	0	0	1	1	$50	$50
10120	Removal Foreign Body	0	0	1	1	$146	$146
0358T	Body Composition, full analysis and interpretation	20	10	33	63	$60	$3,780
	Sub-Total	**116**	**89**	**328**	**533**		**$44,950**

Tests, Labs & Injections							
CPT Code	**Description**	**Location 1**	**Location 2**	**Location 3**	**All Selected Locations**	**Plan Paid Unit Cost**	**Total Plan Paid Equivalent**
99000	Specimen Preparation and Handling for Lab Transfer	1	0	32	33	$20	$660
96372	Injection, IM or SC	0	0	2	2	$28	$56
94760	Pulse Oximetry	0	1	5	6	$5	$30
87804	Influenza Swab	0	1	14	15	$25	$375
87430	Rapid Strep	0	3	13	16	$15	$240
83036	Hemoglobin a1c	0	1	0	1	$25	$25
82947	Glucose	0	5	0	5	$15	$75
82044	Urine, microalbumin	0	0	1	1	$10	$10
81025	Pregnancy Test, Urine	0	0	3	3	$15	$45
81002	Urinalysis, Dipstick	1	0	6	7	$10	$70
80061	Cholesterol(s)	0	4	0	4	$20	$80
36416	Fingerstick (Capillary Blood Collection)	0	5	1	6	$20	$120
36415	Venipuncture	1	0	27	28	$20	$560
J7613	Albuterol	0	0	1	1	$3	$3
	Sub-Total	**3**	**20**	**105**	**128**		**$2,349**
	Total Health Center Volume and Savings	**119**	**109**	**433**	**661**		**$47,299**
	Total Unique Encounters	**92**	**74**	**289**	**455**		

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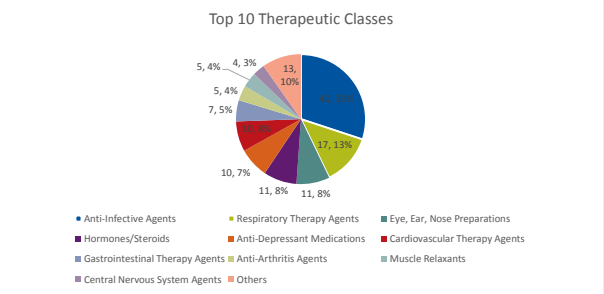
Top Diagnosis & Top Prescriptions by Location

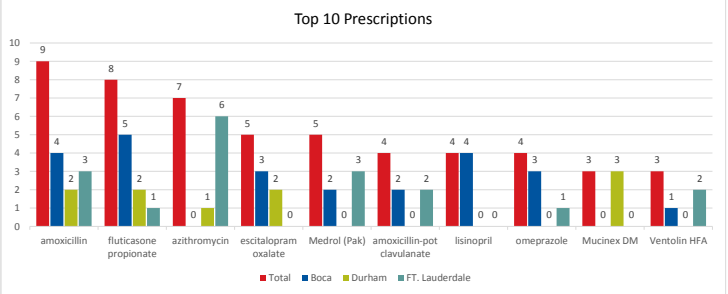
Customer XYZ
Locations: 1,2,3; Member Types: Employee
Nov 1, 2019 - Nov 30, 2019

Top Diagnosis & Top Prescriptions: The top 20 most common diagnosis codes reported in the health center, as well as the top 20 medications most commonly prescribed and dispensed at the health center.

Top 20 Patient Diagnosis (Current)				
ICD Code	**All Selected Locations**	**Location 1**	**Location 2**	**Location 3**
F43 - Reaction to severe stress, and adjustment disorders	56	23	1	32
Z68 - Body mass index [BMI]	46	22	12	12
F41 - Other anxiety disorders	45	13	9	23
Z71 - Persons encountering health services for other counseling and medical advice	45	1	0	44
Z13 - Encounter for screening for other diseases and disorders	36	1	4	31
J06 - Acute upper respiratory infections of multiple and unspecified sites	27	2	0	25
Z00 - Encounter for general examination without complaint, suspected or reported diagnosis	24	2	4	18
I10 - Essential (primary) hypertension	17	7	6	4
J00 - Acute nasopharyngitis [common cold]..	15	3	6	6
J01 - Acute sinusitis	11	2	3	6
Z01 - Encounter for other special examination without complaint, suspected or reported diagnosis	11	0	0	11
J02 - Acute pharyngitis	10	3	2	5
J30 - Vasomotor and allergic rhinitis	10	6	3	1
R45 - Symptoms and signs involving emotional state	9	0	8	1
F06 - Other mental disorders due to known physiological condition	6	0	6	0
F31 - Bipolar disorder	6	0	0	6
F34 - Persistent mood [affective] disorders	6	1	0	5
M54 - Dorsalgia	6	2	1	3
F32 - Major depressive disorder, single episode	5	0	0	5
R03 - Abnormal blood-pressure reading, without diagnosis	5	3	2	0
All Other	162	16	28	118
Total	**558**	**107**	**95**	**356**

Top 20 Prescriptions (Current)									
	All Selected Locations			**Location 1**		**Location 2**		**Location 3**	
Medication	**Total**	**Prescribed Only**	**Dispensed**	**Prescribed Only**	**Dispensed**	**Prescribed Only**	**Dispensed**	**Prescribed Only**	**Dispensed**
amoxicillin	9	4	5	0	4	2	0	2	1
fluticasone propionate	8	1	7	0	5	1	1	0	1
azithromycin	7	1	6	0	0	1	0	0	6
escitalopram oxalate	5	5	0	3	0	2	0	0	0
Medrol (Pak)	5	5	0	2	0	0	0	3	0
amoxicillin-pot clavulanate	4	4	0	2	0	0	0	2	0
lisinopril	4	2	2	2	2	0	0	0	0
omeprazole	4	0	4	0	3	0	0	0	1
albuterol sulfate	3	3	0	0	0	2	0	1	0
benzonatate	3	3	0	2	0	1	0	0	0
cyclobenzaprine	3	3	0	0	0	2	0	1	0
Mucinex DM	3	3	0	0	0	3	0	0	0
Ventolin HFA	3	0	3	0	1	0	0	0	2
Claritin	2	2	0	0	0	2	0	0	0
gabapentin	2	2	0	2	0	0	0	0	0
penicillin V potassium	2	1	1	0	0	1	0	0	1
Bactrim DS	2	0	2	0	0	0	0	0	2
hydrochlorothiazide	2	0	2	0	1	0	0	0	1
methocarbamol	2	0	2	0	2	0	0	0	0
montelukast	2	0	2	0	2	0	0	0	0
All Other	59	39	20	5	3	17	1	17	16
Total	**134**	**78**	**56**	**18**	**23**	**34**	**2**	**26**	**31**





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Estimated Savings from Operations

Customer XYZ

Locations: 1,2,3; Member Types: Employee

Nov 1, 2019 - Nov 30, 2019

Savings Estimate: Plan savings from redirected care and estimated predictive impact on medical costs, payroll, and productivity from member use of the health center.

Estimated Savings from Operations - Current Period			
Category Name	**Volume**	**Plan Paid Unit Cost**	**Plan Paid Savings**
Redirected Care Summary			
Redirected Care	455	$104	$47,299
Rx Savings from Onsite Dispensing	56	$29	$1,630
			$48,929
Predictive Impact on Medical Costs			
Rx Savings From Risk Mitigation	138	$52	$7,209
Emergency Room Visits Avoided	14	$890	$12,466
Specialty Care Visits Avoided	81	$193	$15,600
Radiology	26	$181	$4,718
Physical Therapy Savings From Risk Mitigation	20	$64	$1,281
Hospital Inpatient	1	$11,329	$11,329
Hospital Outpatient	17	$1,045	$17,761
			$70,363
Predictive Impact on Payroll & Productivity			
Medical cost reduction for DART injuries	0	-	$0
Presenteeism	114	$605	$68,932
Saved time away from work	455	$76	$34,776
Work Loss Days	43	$237	$10,210
Indirect Costs for Injuries	0	-	$0
Turnover Reduction	10	$254	$2,544
			$116,461
Total Savings			**$235,754**

Estimated Savings from Operations - Beginning Jun 1, 2018			
Category Name	**Volume**	**Plan Paid Unit Cost**	**Plan Paid Savings**
Redirected Care Summary			
Redirected Care	7,591	$99	$754,665
Rx Savings from Onsite Dispensing	909	$29	$26,461
			$781,126
Predictive Impact on Medical Costs			
Rx Savings From Risk Mitigation	2,294	$52	$119,839
Emergency Room Visits Avoided	223	$890	$198,559
Specialty Care Visits Avoided	1,337	$193	$257,493
Radiology	424	$181	$76,939
Physical Therapy Savings From Risk Mitigation	319	$64	$20,426
Hospital Inpatient	15	$11,329	$169,942
Hospital Outpatient	281	$1,045	$293,572
			$1,136,769
Predictive Impact on Payroll & Productivity			
Medical cost reduction for DART injuries	4	$29,299	$117,196
Presenteeism	1,898	$605	$1,147,664
Saved time away from work	7,591	$76	$580,180
Work Loss Days	705	$237	$167,395
Indirect Costs for Injuries	4	$30,404	$121,614
Turnover Reduction	157	$254	$39,933
			$2,173,982
Total Savings			**$4,091,876**

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Definitions of Key Terms

Average Points Improved for those making progress- The average amount of progress being made by those making any progress on out of range biometric measurements.

Dispensed- Medications dispensed onsite (where regulations allow).

Encounter: A coaching or acute visit with a provider (excludes appointments for immunizations or labs/tests only)

Engagement- Population with one or more coaching or acute visits in the last 18 months. This does not include patients who have used the health center in that time frame for lab services only.

Filled Appointments – Scheduled & Completed, Walk-In, and No-Show appointments.

Full Screening- A patient who has results on the standard panel of biometric measurements including: blood pressure, cholesterol, glucose (may occur on different days) in the last 24 months

High and Chronic Population- Members identified as having 5+ biometric measurements above the moderate threshhold, 1+ biometric measurement in the high risk range and/or 1+ chronic condition.

Partial Screening Only- At least 1 (but not all) biometric measurements (blood pressure, cholesterol, glucose) in the last 24 months.

Percent Making Progress- Of those identified in the at-risk population, the percentage of patients making any amount of progress on any biometric risk factor (24 month lookback).

Prescribed Only- Volume of medications prescribed (but not dispensed) through the health center.

Unique Patients With Any Activity That Month- The number of distinct patients who used the health center in the month for any service. Ex: a person who used the health center 3 times in a month, would count as one unique patient.

Utilization- Population with any health center activity, including a lab only visit in the last 18 months.

Unique members screened (any) in current month- Unique patients who had at least 1 biometric recorded in the current month.

Savings Estimate

Redirected Care:

Medical Redirected Care- this line shows the value of the primary care services, occupational health services and lab services provided based on either the client's actual average paid cost or, if unavailable, the value obtained from the federal resource based relative value scale (RBRVS) for the client's market. the Activity Details tab provides the detailed basis for this value.

Rx Savings from Onsite Dispensing – If applicable, this line shows the savings from onsite dispensing of the 40-50 pre-packaged medicines Marathon Health typically stocks. Savings include deep discounts on medicines purchased and the ability to maximize the generic dispensing rate (GDR).

Predictive Impact on Medical Costs:

Rx Savings from Risk Mitigation– This line shows the reduction in use of pharmaceuticals associated with risk reduction and disease management (i.e. patients with chronic conditions reducing the number of medications they are on as health status improves).

Emergency Room Visits Avoided – This line shows the number of emergency room visits avoided based on risk mitigation and/or the provision of a service that may have otherwise presented in an urgent care or emergency department setting.

Specialty Care Visits Avoided– This line shows the number of specialty care visits avoided based on risk mitigation and/or the provision of a service that may have otherwise presented in a specialists office.

Radiology – This line shows the reduction in the use of diagnostic imaging using evidenced based medicine and the diagnostic guidelines.

Physical Therapy Savings from Risk Mitigation – This line shows the reduction in the number of referrals for physical therapy due to risk mitigation and disease management.

Hospital Inpatient – This line shows the reduction in hospital admissions based on risk reduction and/or poorly managed chronic conditions (heart attack, stroke, diabetic ketoacidosis, pulmonary edema, etc.)

Hospital Outpatient – This line shows the number of hospital outpatient services avoided based on risk mitigation and/or the provision of a service that may have otherwise presented in a hospital outpatient setting (biopsies, minor surgical procedures, ancillary services, etc.).

Predictive Impact on Payroll & Productivity:

Medical Cost Reduction for DART Injuries – This line shows the reduction in the number of workers with DART injuries (injuries resulting in days away and return to work costs as calculated by the National Council on Compensation Insurance) associated with risk mitigation and follow up care provided at the health center and the direct medical cost those injuries entail.

Presenteeism – This line shows the savings from reduction in Presenteeism, or the number of people working below potential due to illness and/or injury.

Saved Time Away from Work – This line shows the value of saved time away from work using 2.5 hours away per visit and the client's average hourly rate of pay or other productivity unit supplied (i.e. hours billed, production cost, etc.).

Work Loss Days – This line shows the reduction in work loss days due to illness and minor injury as a result of care provided through the health center.

Indirect Costs for Injuries – This line shows the reduction in the number of workers with DART injuries (injuries resulting in days away and return to work costs as calculated by the National Council on Compensation Insurance) associated with risk mitigation and follow up care provided at the health center and the indirect costs those injuries entail. Indirect costs include disability pay, training costs for replacement workers, and supervisor administrative time.

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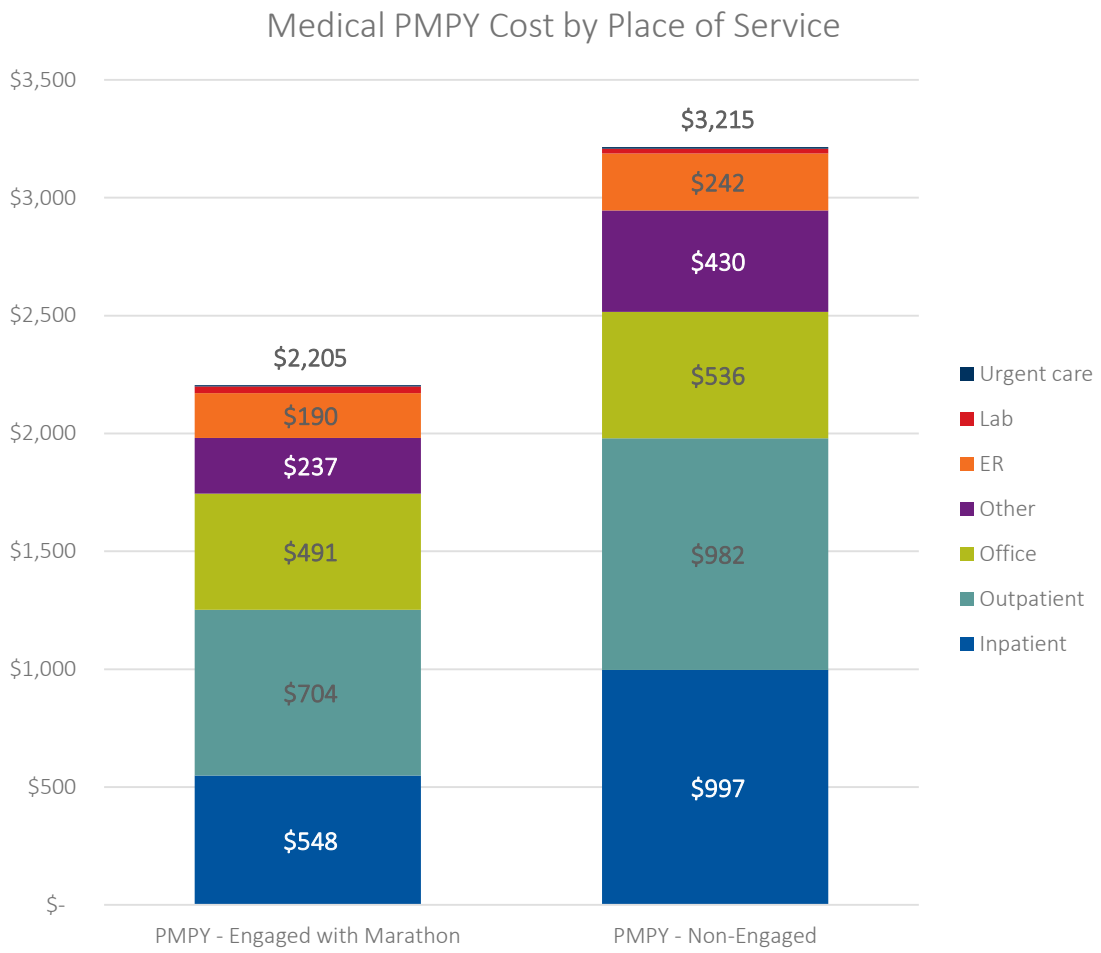
Engaged vs Non-Engaged PMPY Cost by Place of Service



Users vs. Non-Users Spend by Category	
Inpatient	-45%
Outpatient	-28%
Office	-8%
Other	-45%
ER	-21%
Lab	39%
Urgent care	-33%
Total	-31%

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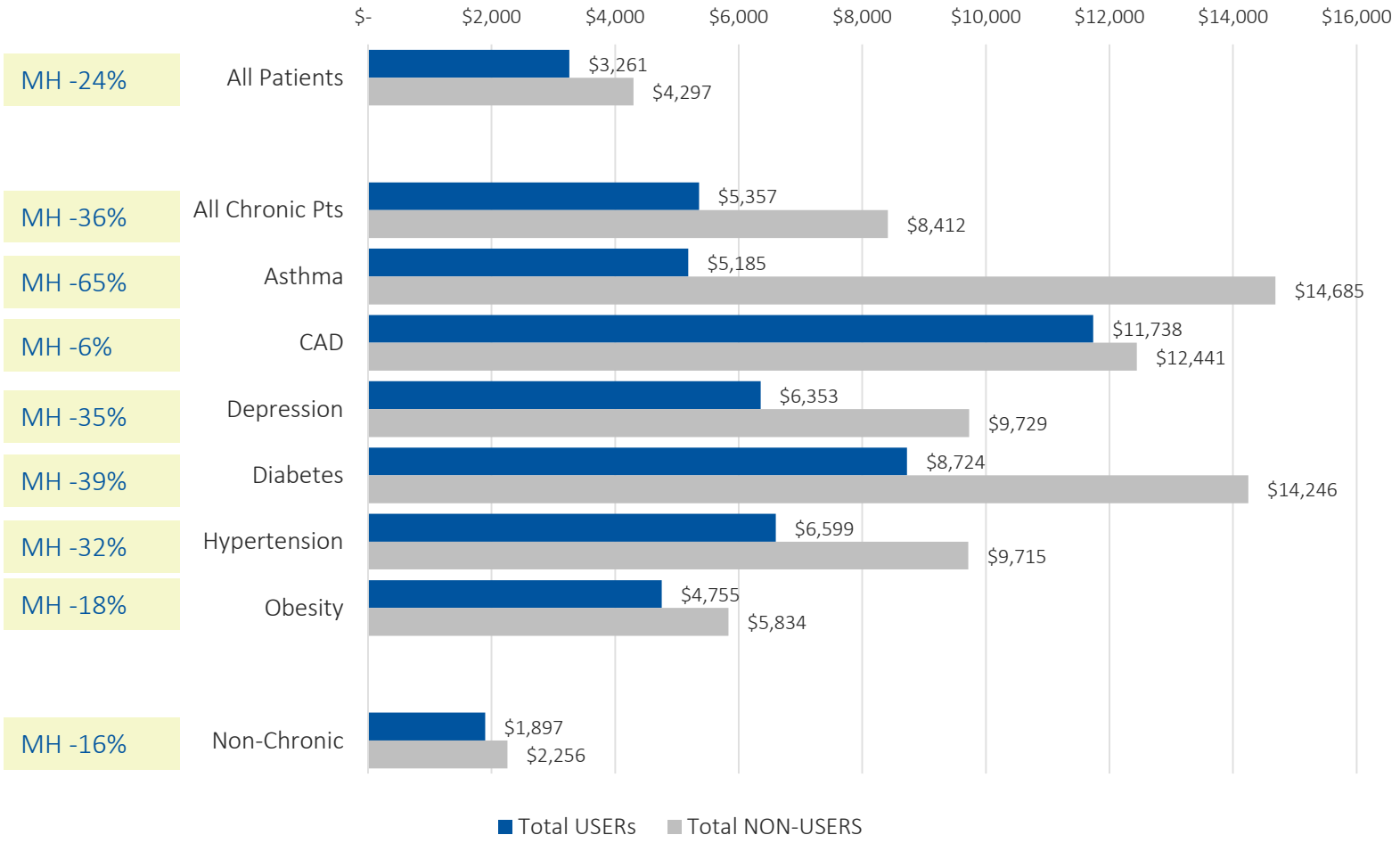
Average Medical Paid by Chronic Condition

Users vs. Non-Users



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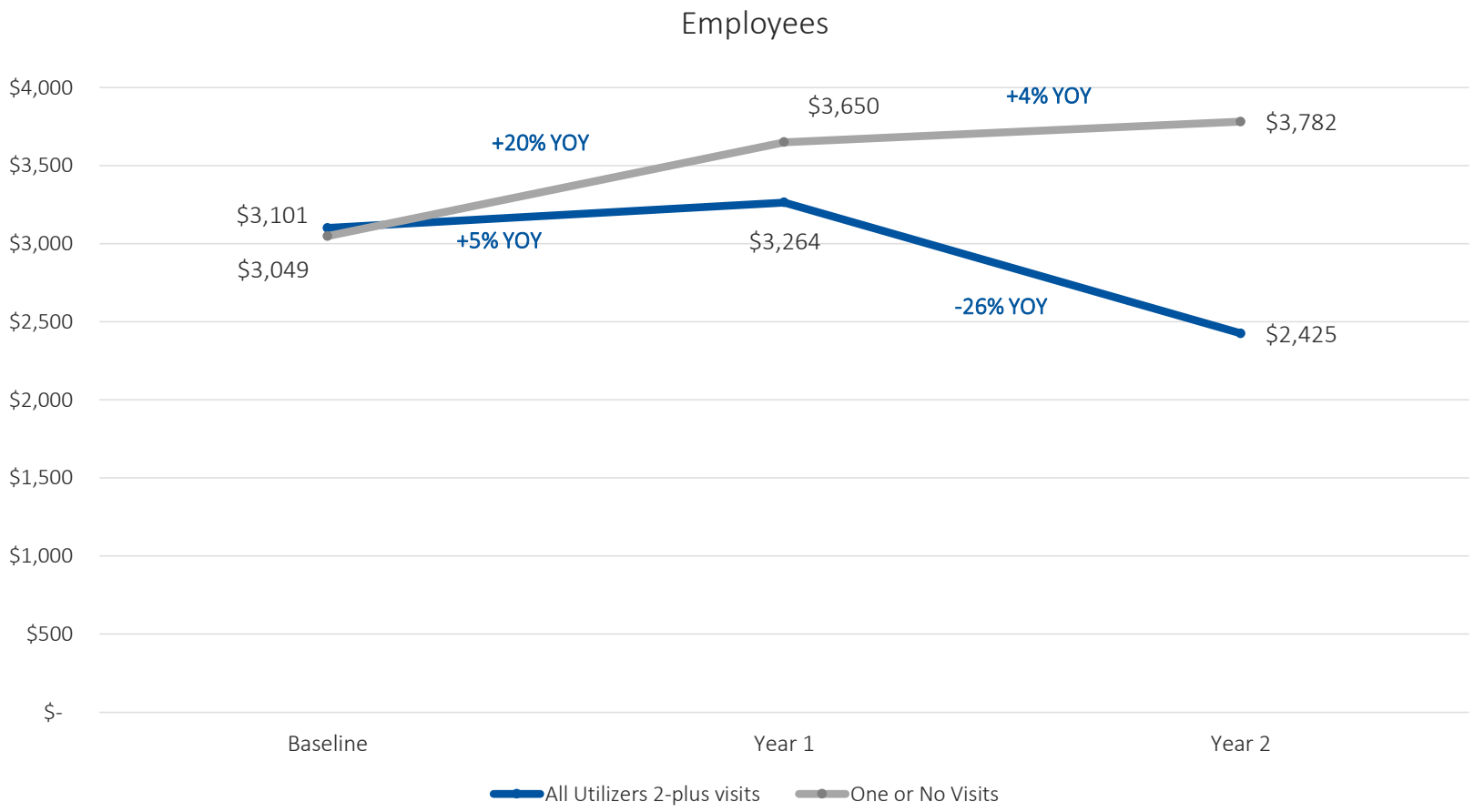
Multi-Year Claims Trend Cohorts

Employees With 2+ Visits vs. Non-Users With 0-1 Visits



Two or more visits N = 424, one or no visit N = 480

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Marathon Health
Year 5 Customer Review

Agenda:

1. Executive Summary
2. Health Center Volume
3. Population Engagement
4. Identify the Risk
5. Engaging the High Risk Population
6. Mitigate the Risk
7. Financial Outcomes
8. Patient Satisfaction
9. Next Steps

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Driving Value One Patient at a Time

Marathon Health's Model of Care

Population Health	Identify Risk	Mitigate Risk	Change Utilization	Capture Savings
Patient Health	Empower Patient	New Health Behaviors	Smart Health Decision	Improved Health
	• Claims Data • HRA • Biometric Screen • Population Stratification	• Comprehensive Health Review • Health Coaching • Disease Management	• Alter Risk Profile • Discover/Treat Undiagnosed Conditions • Reduce ER/ UC/Specialist & Hospital Stays	• Lower Claims • Fewer Lost Work Days • Higher Productivity

EMR / Patient Portal / Analytics / Virtual Care / Population Health

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Scope of Services



Primary Care

- Acute and Urgent Care
- Immunizations
- Medications
- Prescription Management
- Referrals Management



Prevention

- Biometric Screenings
- Health Risk Assessments
- Comprehensive Health Review Exams
- Health Coaching



Disease Management

- Diabetes
- Asthma
- Hypertension
- Heart Disease
- Obesity
- Muscular Skeletal



Occupational Health

- 1st Treatment
- Sprains / Strains
- *DOT Physical*
- *Drug Testing*
- *Pre-employment*
- *Annual medical surveillance*



Ancillary

Physical Therapy

- *Work and Sports Injuries*
- *Ergonomics*
- *Therapeutic Exercise Plans*



Behavioral Health

- Individual and Family
- Stress, Anxiety, Depression

Interface / Integrate with Existing Programs

Engagement

- Communication Strategies
- Incentive Tracking and Wellness Challenges
- Action-based Wellness Programs

Evidence-based Clinical Decision Support

Integrated Web Based Technology Platform

- Personal Health Record for Employee
- Electronic Medical Record for Clinician
- Health Data Warehouse and Reporting
- Consumer Health and Wellness Content and Tracking

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Executive Summary

Screening	• **Screened 81%** of employees and 74% of spouses • Identified 68% of employees and 63% of spouses as having a high risk or chronic condition
Engagement	• Engaged 47% of employees and 18% of spouses in the past 18 months • **Engaged 54% of High & Chronic** employees and 22% of H&C spouses in the past 18 months
Health Outcomes	• 70% of employees made clinically measurable progress on at least one out of range biometric • **Met 11/12 Triple Aim metrics**
Financial Savings	• $8M in savings in year 5 (high cost claimants >$50k removed), **12.4:1 ROI** • When adjusted for age and gender, users with 1+ visits cost 37% less than non-users
Patient Satisfaction	• Patient experience survey **99.3% satisfaction** (N=289)

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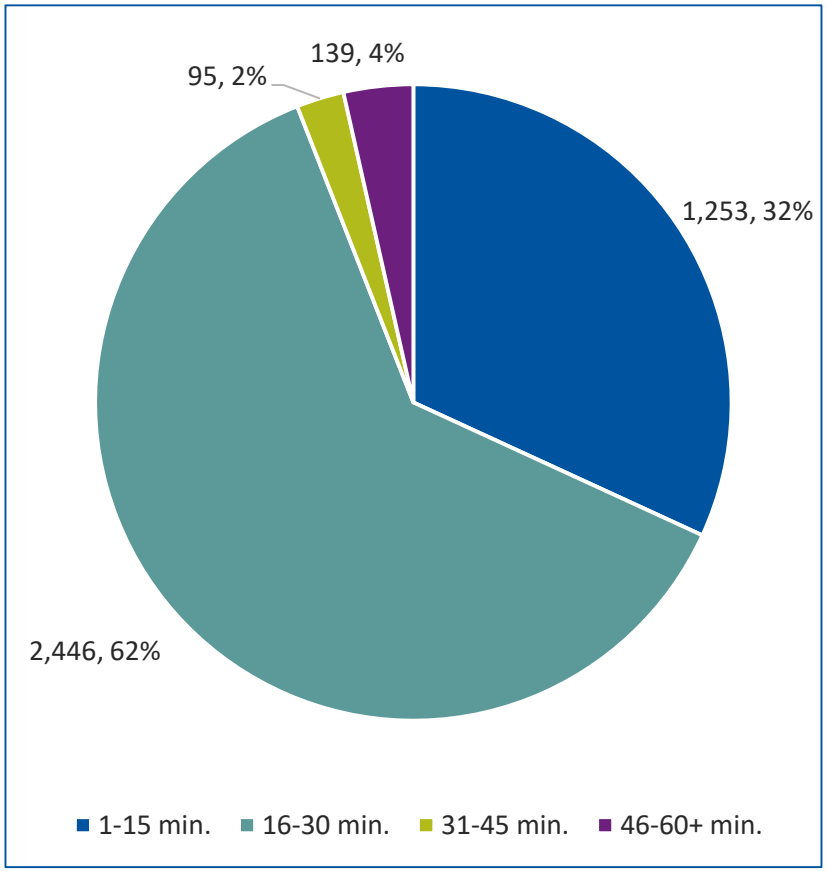
Health Center Volume

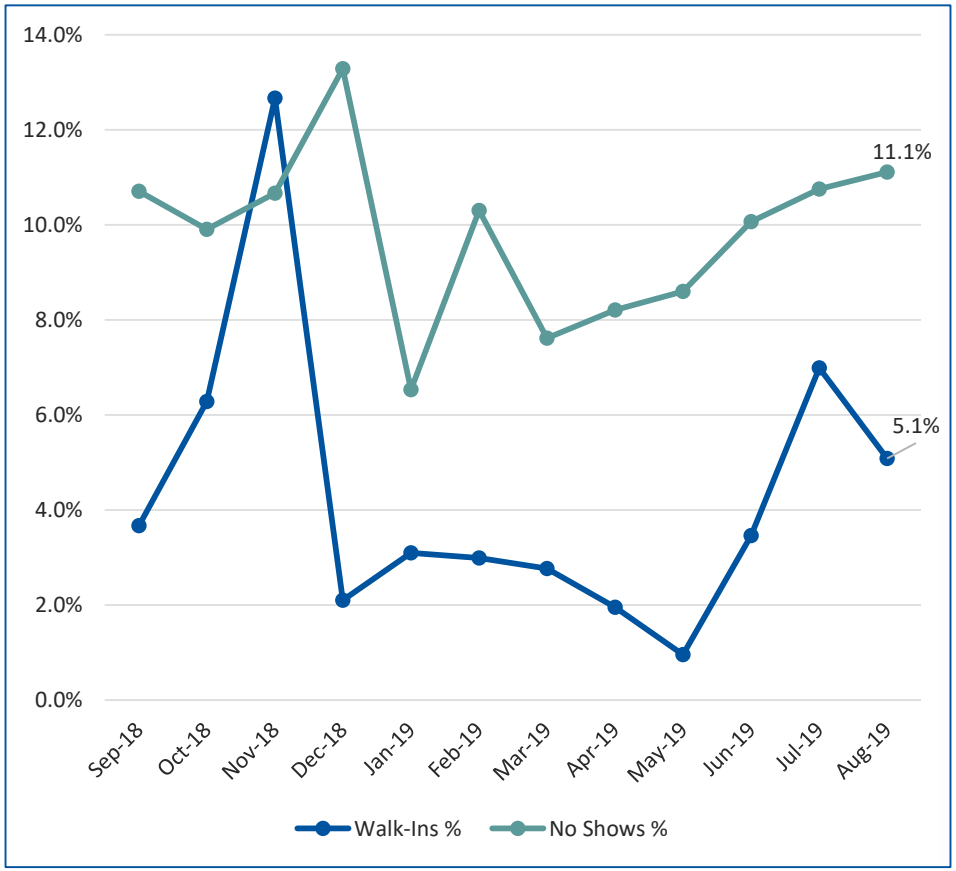
Appointment Statistics

September 2018-August 2019

Number & Length of Filled Appointments

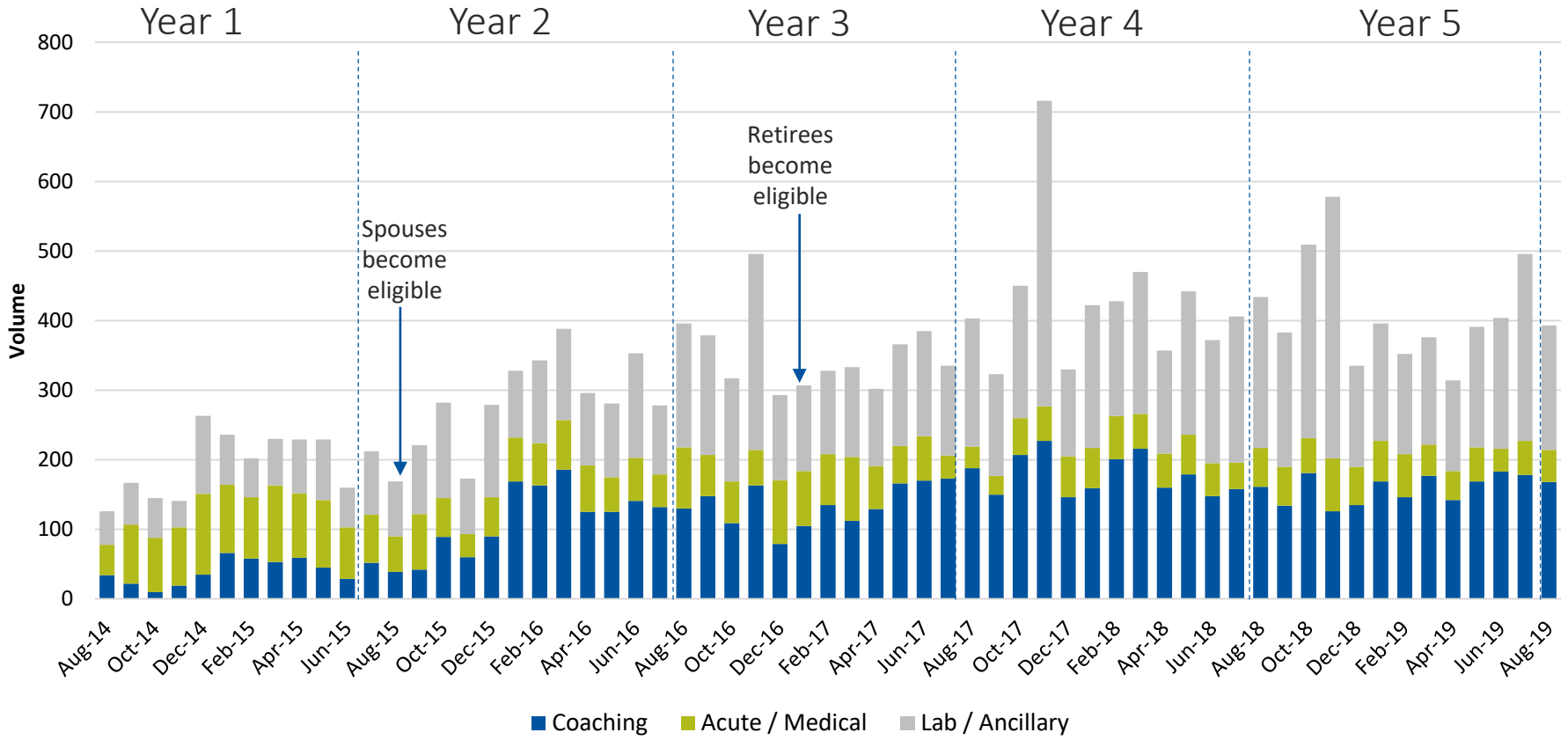


Percent of Walk-Ins and No Shows Over Time



Health Center Volume by Visit Type

All Members



	Avg. Coaching Visits/Month	Avg. Acute Vists/Month	Avg. Encounters /Month	Avg. Lab Visits/Month
Year 1	40	86	127	69
Year 2	113	58	172	71
Year 3	135	67	202	74
Year 4	178	48	227	81
Year 5	158	53	211	85

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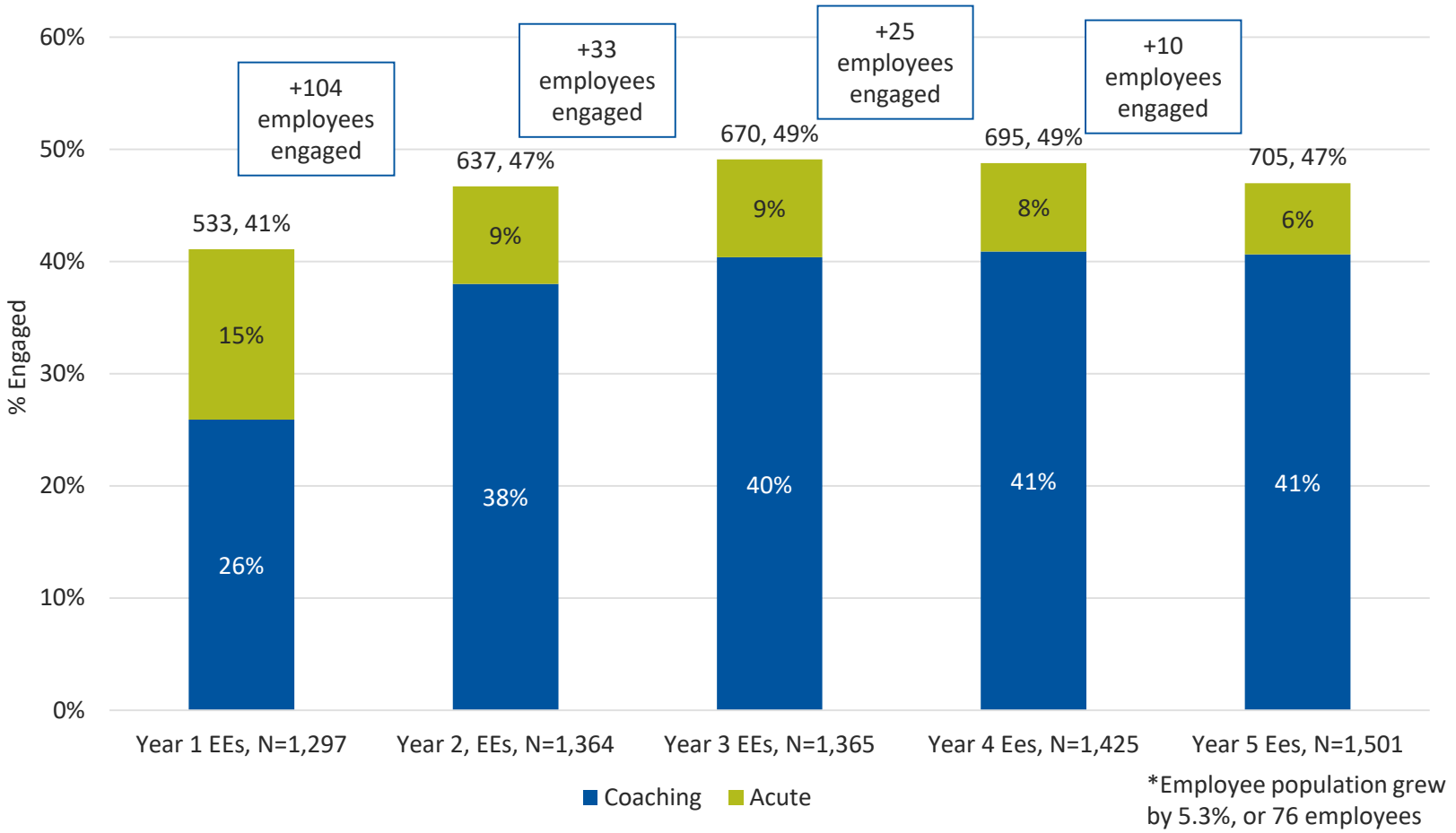
Population Engagement

Employee Engagement Over Time



*Employee population grew by 5.3%, or 76 employees

***Engagement** = had an encounter-level visit (labs/tests/injections only excluded) in the prior 18 months.*
***Coaching Engagement** = encounter-level visit with a coaching Dx in prior 18 mos.*

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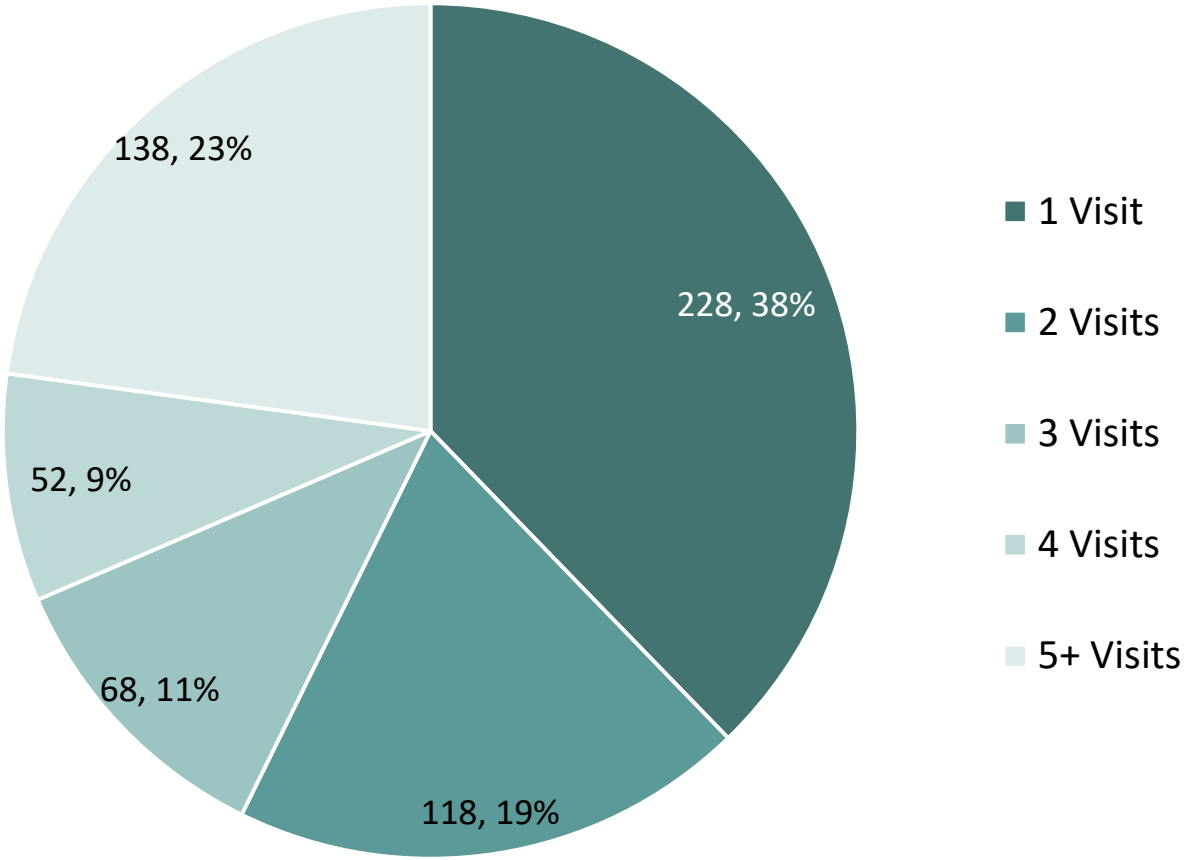
Employee Visit Frequency

Year 5



- *3.5 visits per participating employee in the last year vs. MH benchmark of 2.8*
- *3.6 visits per participating high & chronic employee in the last year vs MH benchmark of 3.2*

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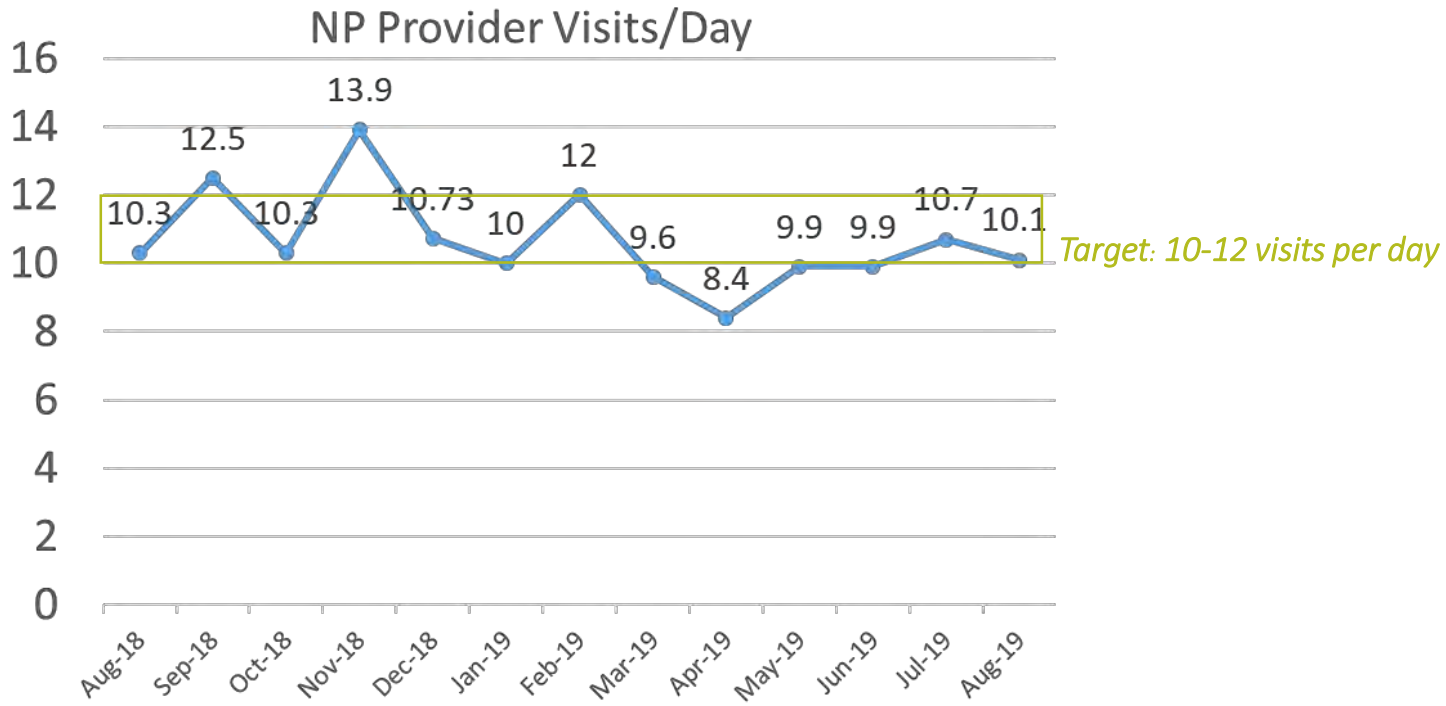
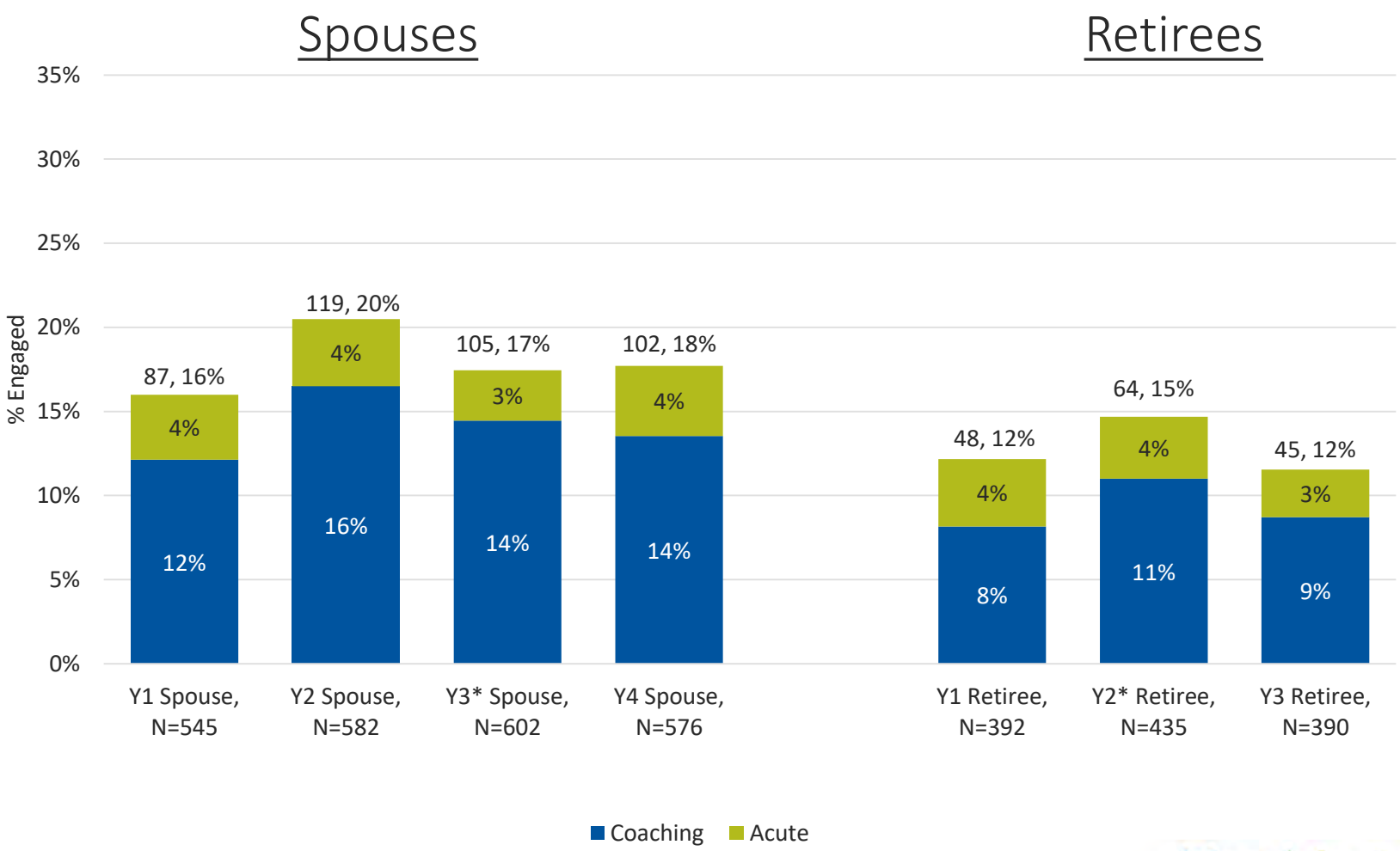
Monthly Provider Capacity



Does not include MA or Health Coach
Adjusted for 60-minute appointments to count double, and 45-minute appointments to count 1.5 toward capacity

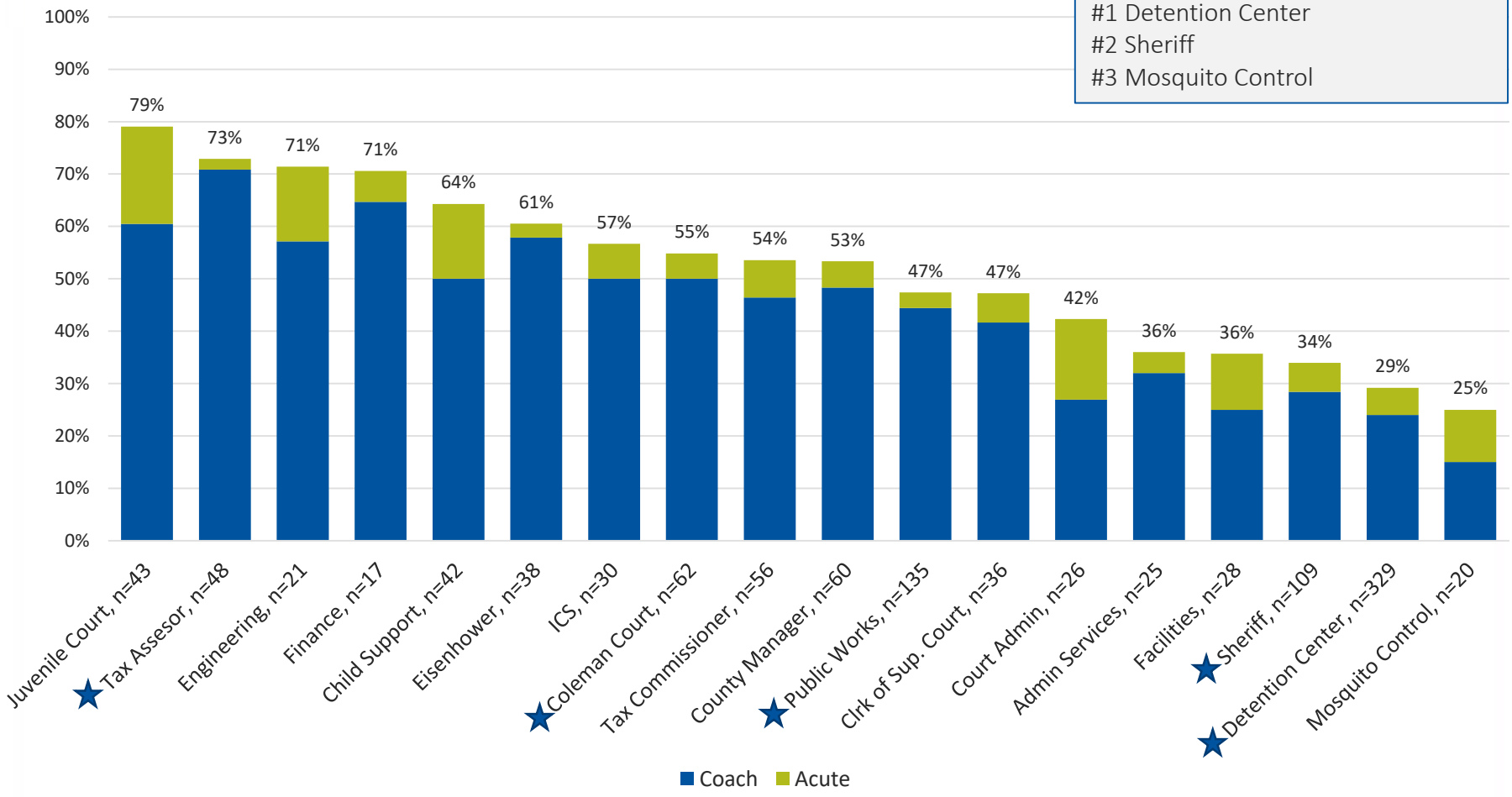
Spouse and Retiree Engagement



Engagement by Department

2018 Highest Engaged Departments:
#1 Finance
#2 Juvenile Court
#3 ICS

2018 Lowest Engaged Departments:
#1 Detention Center
#2 Sheriff
#3 Mosquito Control



★ *Top 5 Largest Departments*

Patient Success Story – Health Coaching

- Female patient had an **annual physical** in the health center April 2019
- Identified as **pre-diabetic with A1C of 5.8**
- Referred to physician and began coaching by end of April
- Patient does not cook. Water intake of 8 ounces per day. Lives at home with her mother who cooks but is a very brittle diabetic. Patient was overwhelmed. She did not want to turn into her Mom.
- **Patient made gradual changes**. Started embracing a new and different lifestyle.
  - Began counting carbs and became aware of hidden carbs. She realized the smoothies she was having for breakfast were loaded with carbs and so were the Caramel Frappes
  - Started walking for exercise
  - Adjusted to eating 3 meals daily and not skipping meals
  - Discovered the need to learn to cook properly in order to be successful
  - Began exercising at home then joined the gym
  - Increased to 64 ounces per day
- October **A1C 4.8**. (normal is under 5.7)

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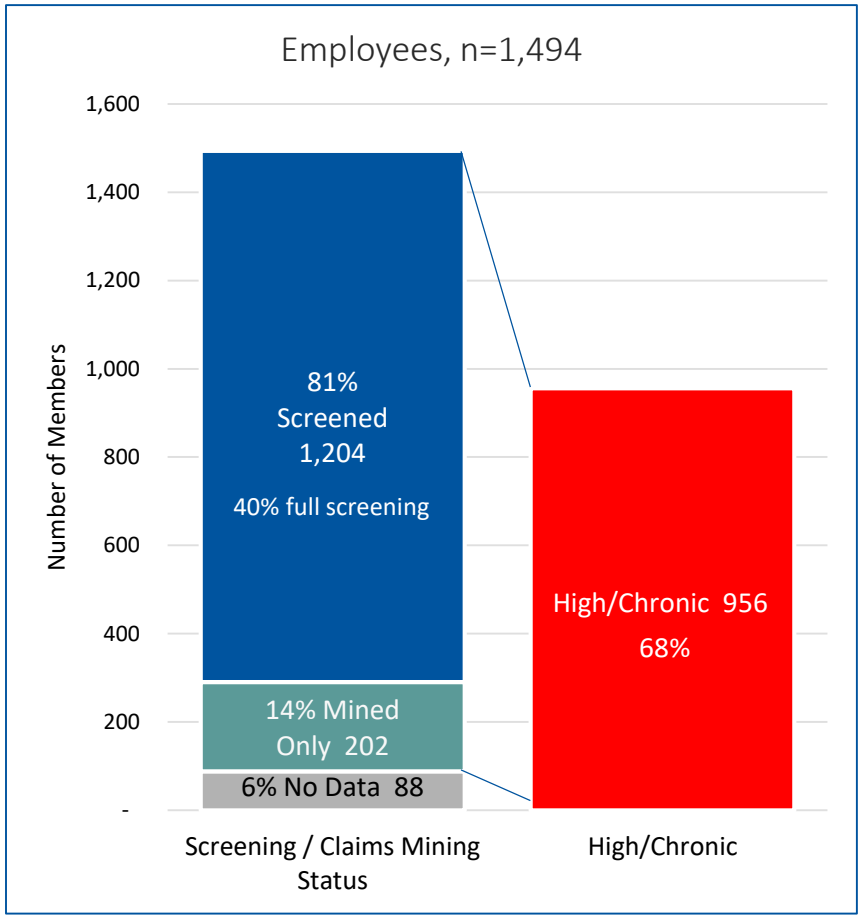
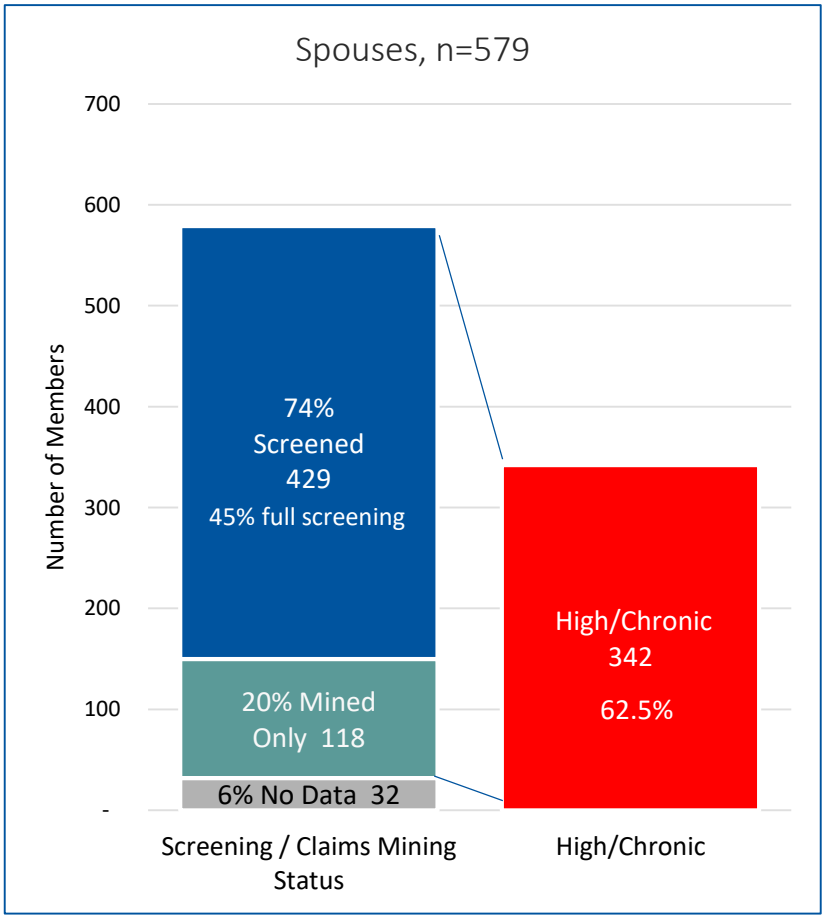
Identify the Risk

Marathon Health High and Chronic Definitions

Chronic (1+ of following)	High Risk (5+ of following OR	High Risk (…1+ of the following)
Hypertension	BP Systolic 121-139	BP Systolic ≥ 140
Metabolic syndrome	BP Diastolic 81-89	BP Diastolic ≥ 90
Asthma	Glucose reading 101-125	Glucose ≥ 126, Random ≥ 200
Depression	Cholesterol 200-239, LDL 160-189, or HDL <40 in Men or HDL <50 in Women. TC/HDL Ratio ≥ 5.1 Men, ≥ 4.5 Women	Total Cholesterol ≥ 240, or LDL ≥ 190, or Triglycerides ≥ 500
Diabetes	Obese (BMI ≥ 30)	BMI ≥ 35
Coronary artery disease (CAD)	Smoker	PHQ Score > 15 (Depression)
Congestive heart failure (CHF)	Presence of high risk medical condition (cancer, CAD, CHF, past heart attack, diabetes, past stroke, angina pectoris, heart valve disease)	
Chronic obstructive pulmonary disease (COPD)	Self-reported risky behavior (do not cope well with stress, # of days exercise / week < 6, no or minimal seat belt use, satisfaction with life partly or not, satisfaction with job partly or not, alcohol use, sleep < 7-8 hrs / night, work days missed due to illness in past year = 5+, stress)	

Screening & Risk Identification





Prior year data:
Employees (n=1,425) – 82% screened (38% full screening), 12% mined, 7% no data, 69% high/chronic
Spouses (n=602) – 69% screened (41% full screening), 22% mined, 8% no data, 62% high/chronic

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Patient Success Story – Identified Risk

- 52 year old spouse came in June for biometric screening
- He was brought in to review labs in person and opted to begin health coaching.
- Pt under a lot of stress with death of a friend recently and had been drinking more than often.
- Goal to look good in his tux for his son's wedding in a few months and be around to play with his new grandchild
- Coached patient on dietary changes.
- 4 months later- his tux had to be refitted because it was too big!

Weight 200.8 BMI 32.4 Triglycerides 232 HDL 32 VLDL 46 LDL 72 and **HgbA1c 6.2**

Weight 184 BMI 29.8 Triglycerides 122 **HDL 36** VLDL 24 **LDL 108** HgbA1c 5.5

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Prevalence of Employee Biometric Risk Factors and Chronic Conditions

Not matched cohort

Top Risks Identified:
- Obesity
- Cholesterol
- Hypertension
- Diabetes
- Asthma
- Depression

	2018			2019				
Risk Factor/Chronic Condition	High Risk	Sample Population	High Risk %	High Risk	Sample Population	High Risk %	Change in # of EEs at Risk	US Prevalence
Biometric Risk Factors								
Obesity (BMI) >=30	714	1,152	62.0%	732	1,188	61.6%	18.00	36.5%
Blood Pressure >=(140/90)	180	1,151	15.6%	197	1,195	16.5%	17.00	17.8%
Cholesterol >=240, >=160, <40/50	411	980	41.9%	399	1,077	37.0%	-12.00	29.8%
Triglycerides >=200	109	960	11.4%	88	1,067	8.2%	-21.00	30.0%
Chronic Conditions								
Metabolic Syndrome	125	1,331	9.4%	155	1,406	11.0%	30.00	34.7%
Hypertension	538	1,331	40.4%	564	1,406	40.1%	26.00	33.0%
Diabetes	205	1,331	15.4%	213	1,406	15.1%	8.00	12.6%
Asthma	137	1,331	10.3%	148	1,406	10.5%	11.00	7.4%
Chronic Bronchitis (COPD)	38	1,331	2.9%	31	1,406	2.2%	-7.00	6.0%
Coronary Artery Disease (CAD)	49	1,331	3.7%	41	1,406	2.9%	-8.00	6.0%
Depression	112	1,331	8.4%	128	1,406	9.1%	16.00	5.4%
Congestive Heart Failure (CHF)	14	1,331	1.1%	11	1,406	0.8%	-3.00	2.0%

	Over 100% US Prevalence
	Between 80% and 99% of US Prevalence
	Below 80% of US Prevalence

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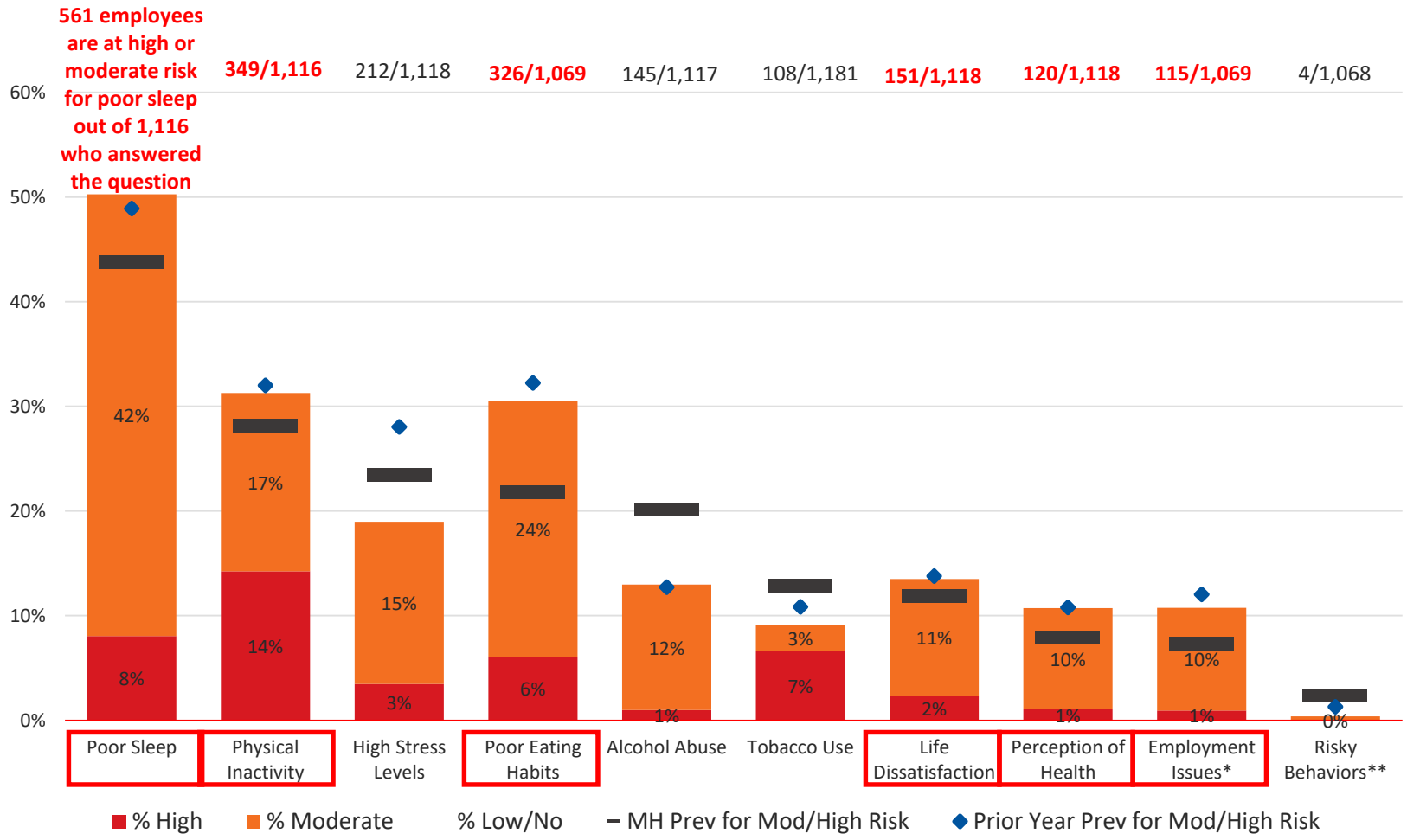
Employee Prevalence of Lifestyle Risk Factors vs. Marathon Health Benchmark for High or Moderate



* Employment issues include job dissatisfaction, difficulty concentrating at work and work days missed due to illness

** Risky behaviors include impaired driving, no seat belt use, not using sunscreen, risky sexual behaviors

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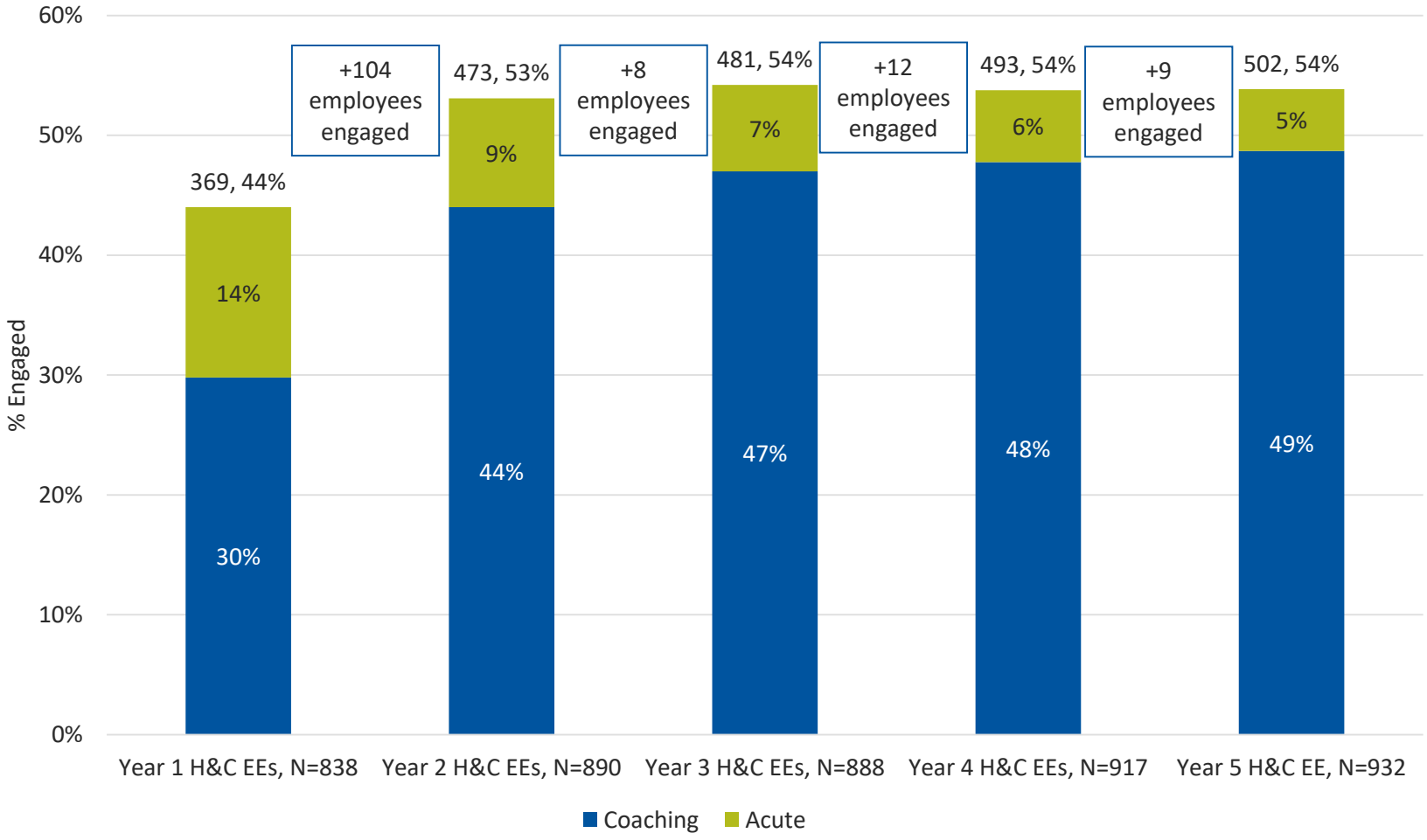
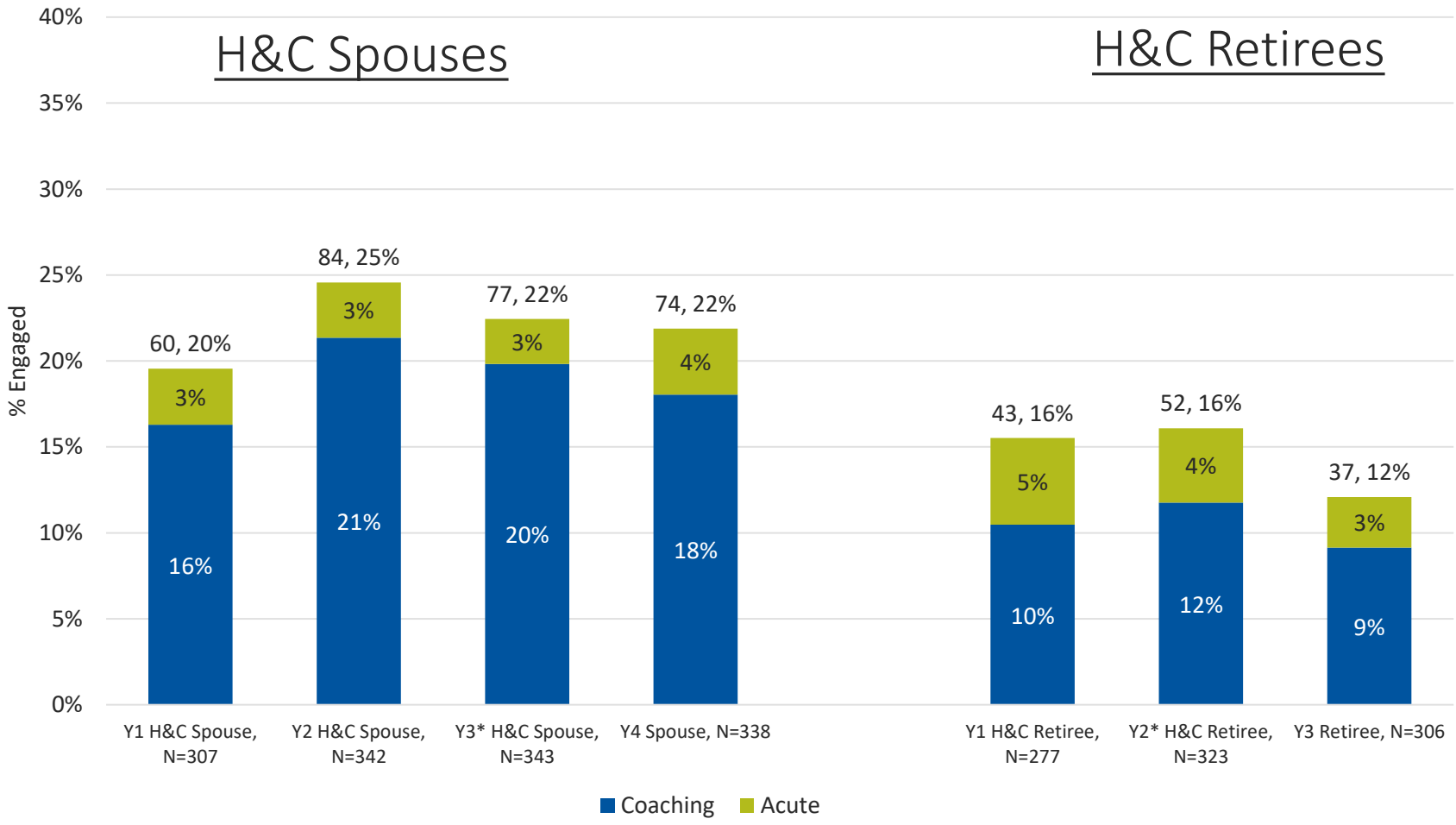
Engage the Risk

High & Chronic Employee Engagement



High & Chronic Spouse & Retiree Engagement



Marketing and Promotion

- Monthly custom newsletter
- Quarterly Healthy Like Me Promotion
- Social media
- Wellness Challenges
- Open Houses
- My Health Report
- Department meetings
- Onsite outreach







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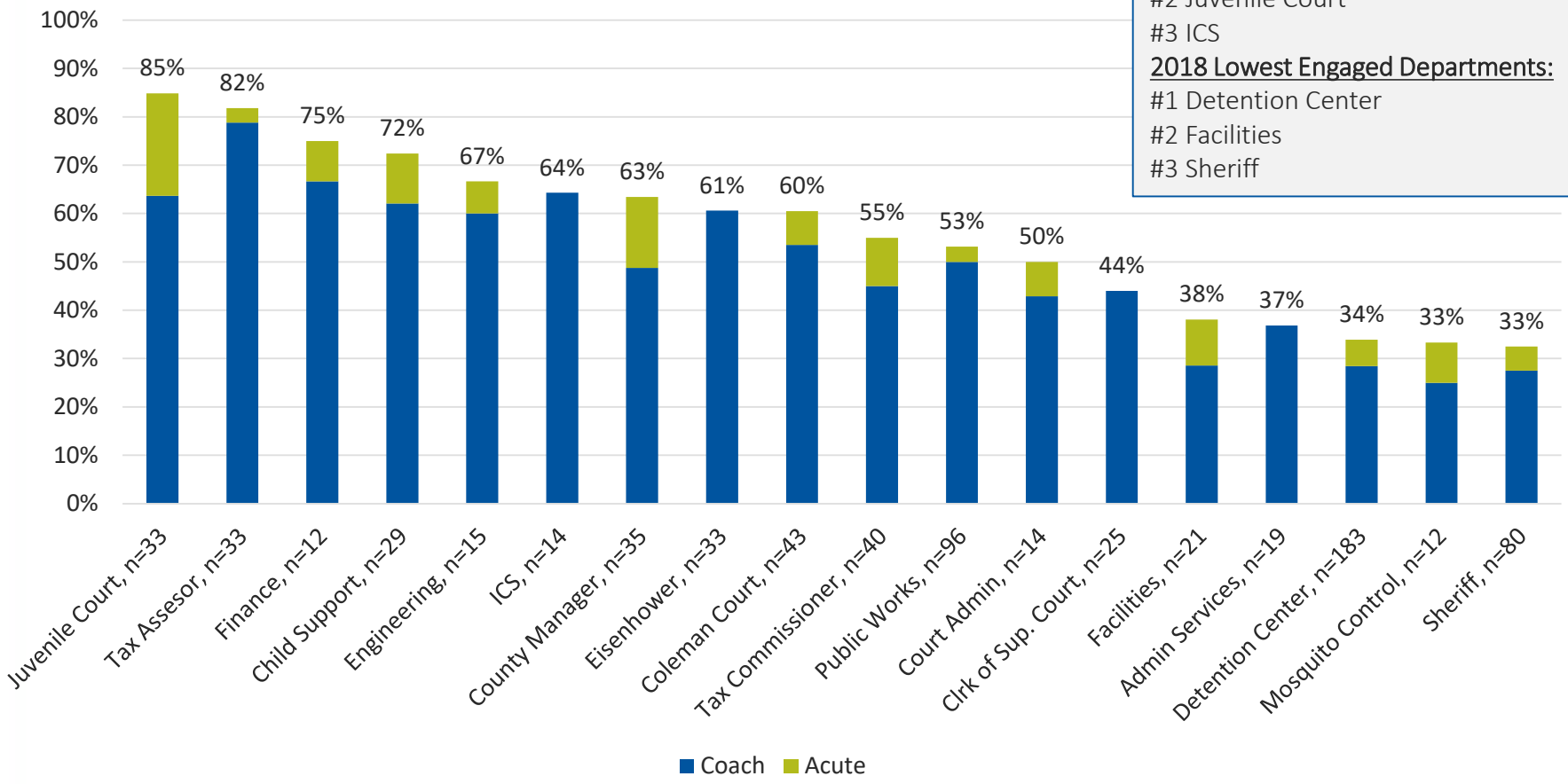
H&C Engagement by Department

2018 Highest Engaged Departments:
#1 Finance
#2 Juvenile Court
#3 ICS

2018 Lowest Engaged Departments:
#1 Detention Center
#2 Facilities
#3 Sheriff



Mitigate the Risk

Triple Aim Health Outcomes

Employees & Spouses

Biometric Category	Will achieve the following results	Participants Outside Normal Range	Participants with Progress or Normal	% of Participants Successful	Target Year 5
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	78	56	72%	40%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	89	67	75%	40%
Glucose (> 100)	Reduce by 15% or below threshold	70	2	3%	15%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	163	46	28%	15%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	31	14	45%	15%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	201	49	24%	15%
Triglycerides (>= 200)	Reduce by 20% or below threshold	50	24	48%	15%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	612	70	11%	5%
Smokers	Quit for at least 90 days	67	29	43%	5%
Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target Year 5**
Diabetics	Average Hemoglobin A1C < 7.5	89	49	55%	15%
Diabetics	Standard of Care (5 out of 6) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal Vaccine * Hepatitis B Vaccine * Self Glucose Monitoring or A1c Exists	89	69	78%	75%
Asthmatics	Standard of Care (5 out of 7) * Annual Influenza * Spirometry Result * Pneumococcal Vaccine * Use of Inhaled Corticosteroids * Medications Appropriate for Severity * Asthma Action Plan * Use of short acting bronchodilator	74	63	85%	75%

11/12 metrics met

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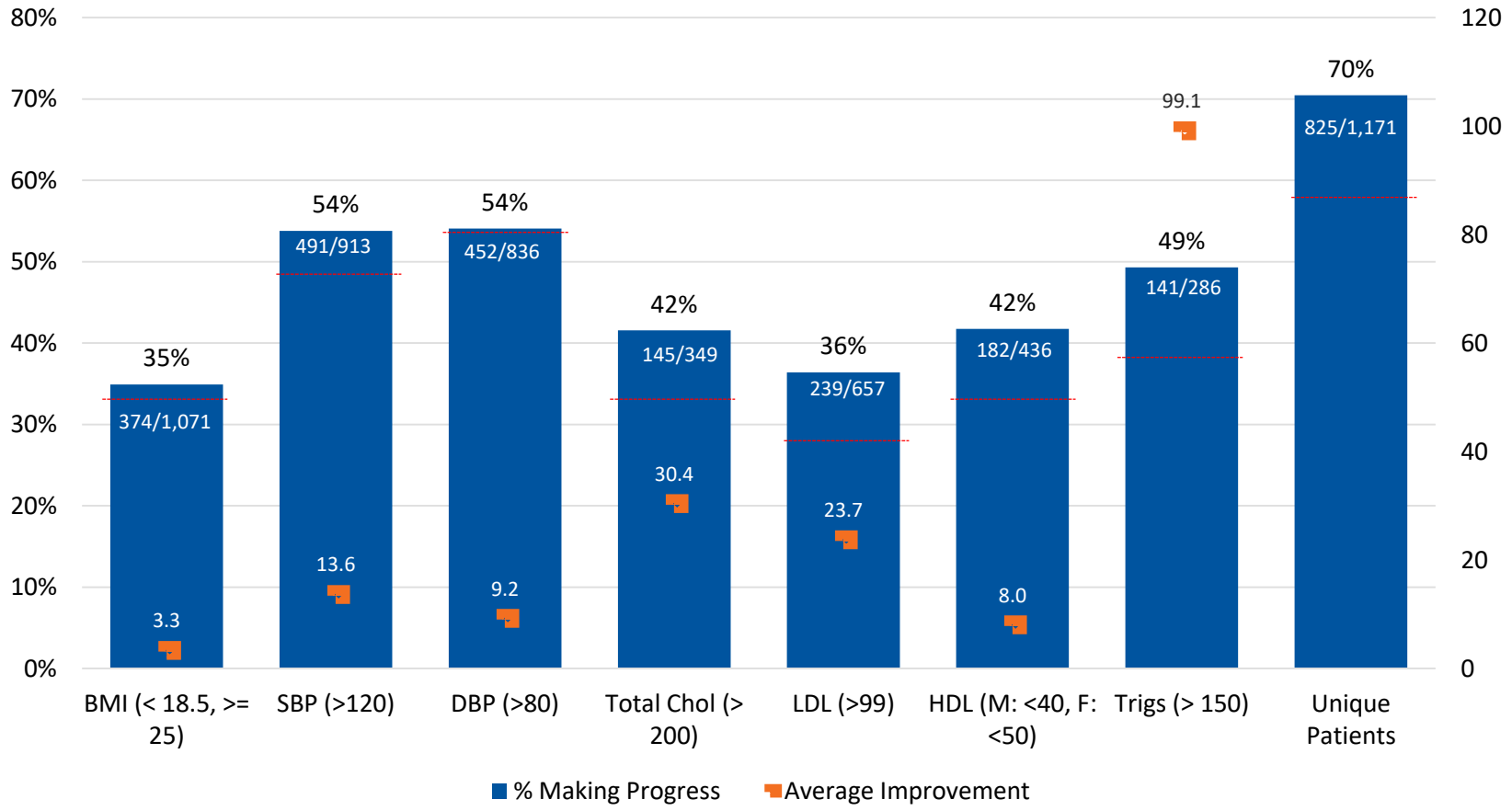
Employees Making Progress and Average Amount of Progress Being Made

24 month lookback



Patient success story - SDH

- 58 year old male employee with **limited transportation access**
- Severe dental issues caused **constant pain**
- Unable to see PCP or dentist due to transportation issues
- Participated in BP checks at, **consistently high BP** due to pain and non compliance with BP medications
- After much encouragement patient was treated at the health center with antibiotics for the dental problems
- **Health center scheduled** patient with his PCP for medications and a local dentist around the **bus route** schedule that would get him from work and to his appointments in enough time
- His blood pressure readings at the blood pressure checks at Public Works have now been ranging about **112-118/80s.**

BP 150/92 HgbA1C >13
BP 116/80 HgbA1C 8.3

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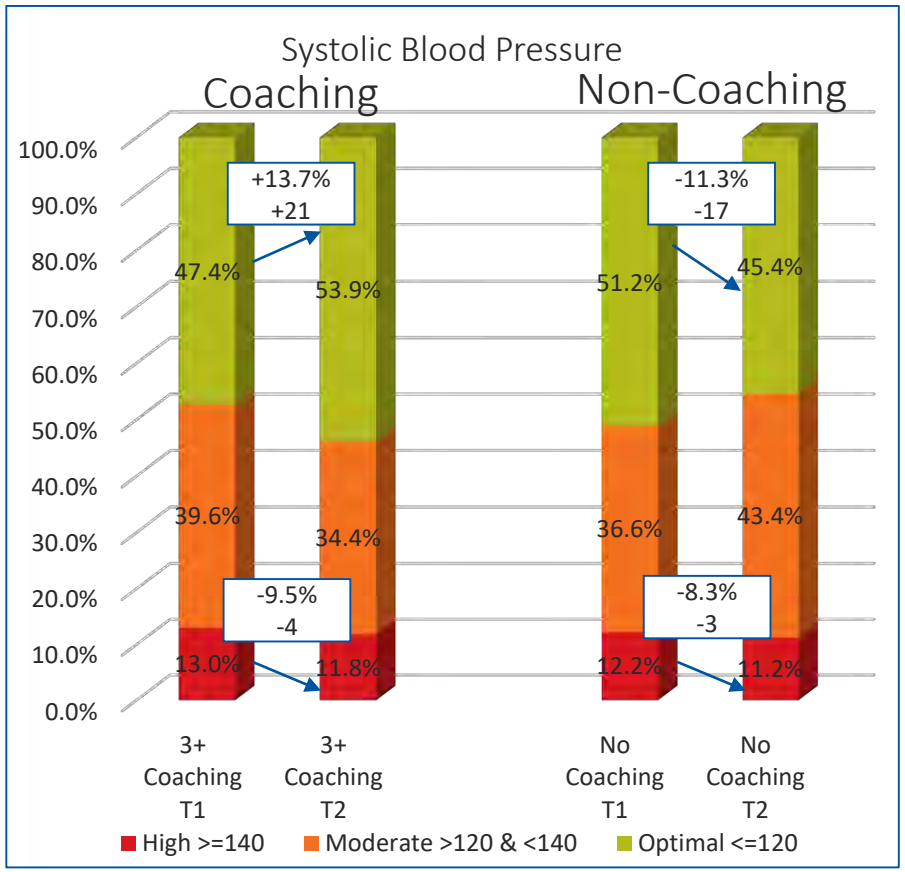
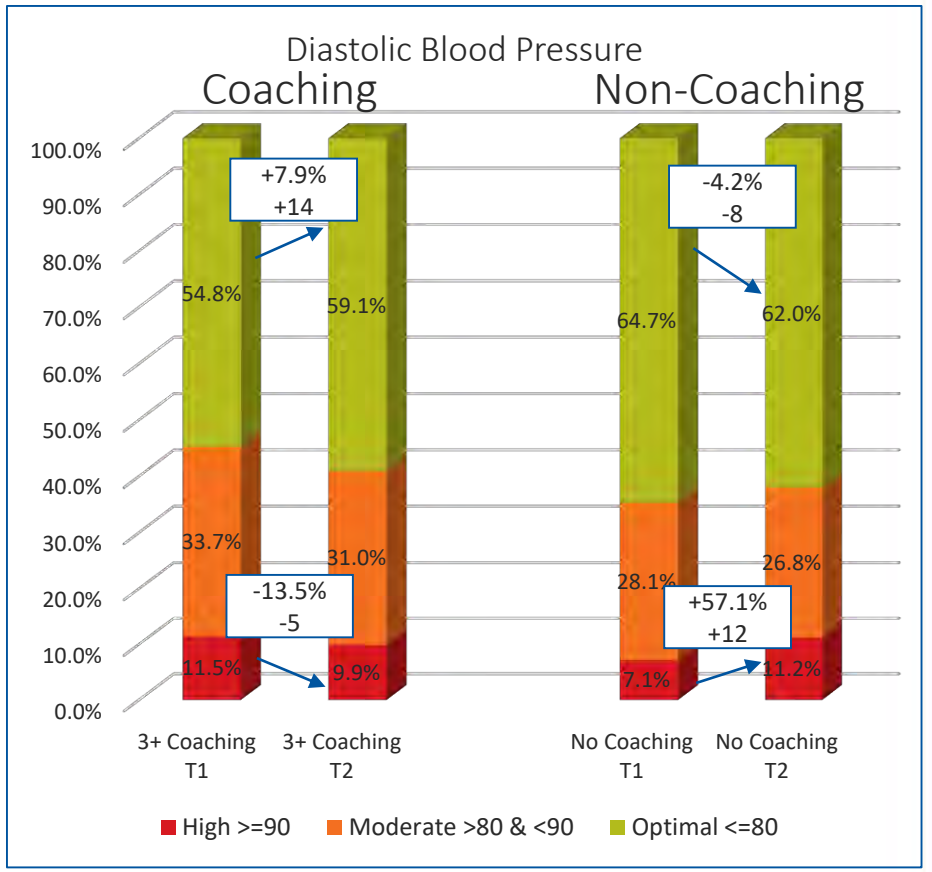
Coaching Matters: Employees Making Progress on High Blood Pressure

Comparing those with 3+ coaching visits to those with 0 coaching visit in 24 month lookback

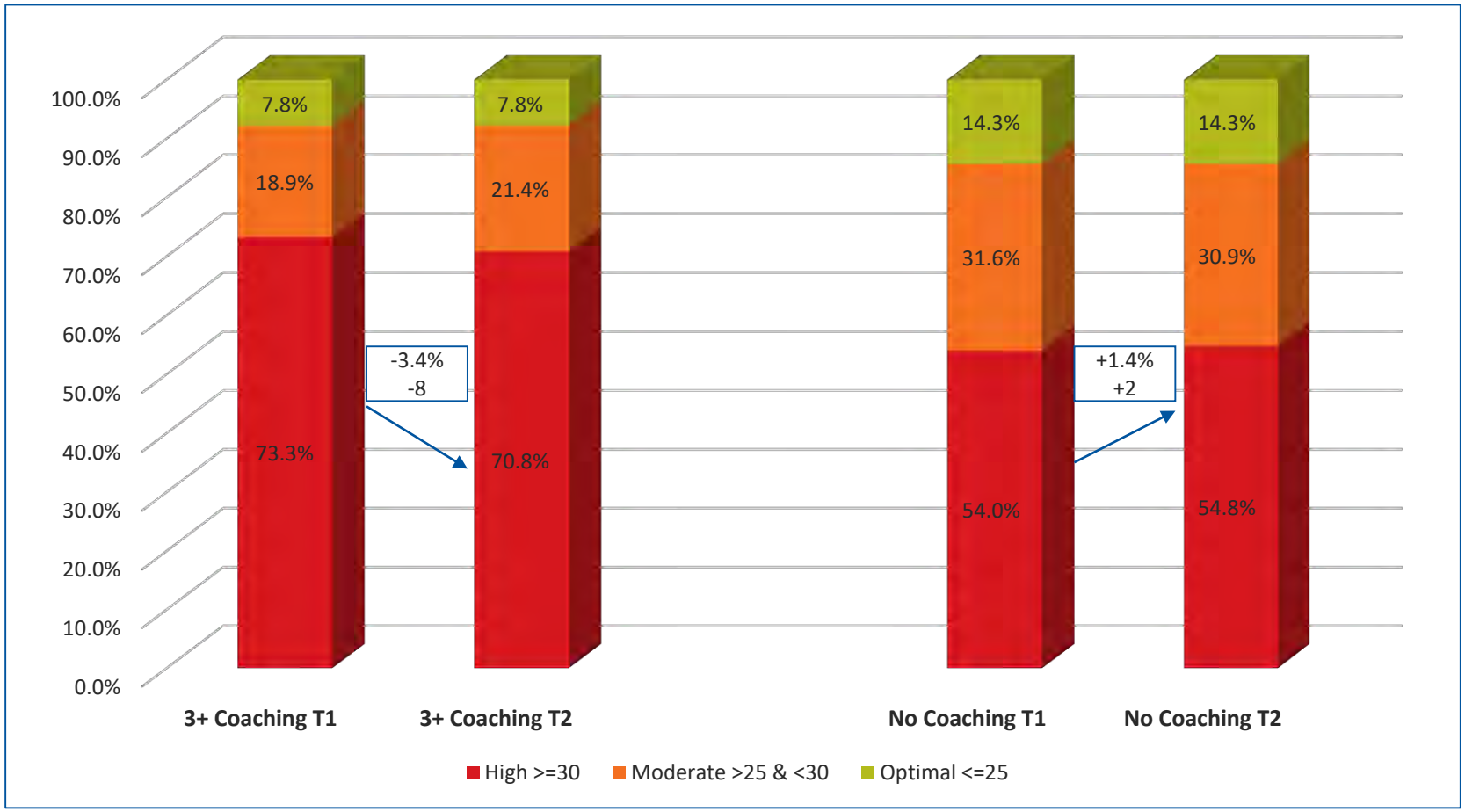




3+ Coaching, n=323
0 Coaching, n=295

Coaching Matters: Employees Making Progress on Body Mass Index

Comparing those with 3+ coaching visits to those with 0 coaching visit in 24-month lookback

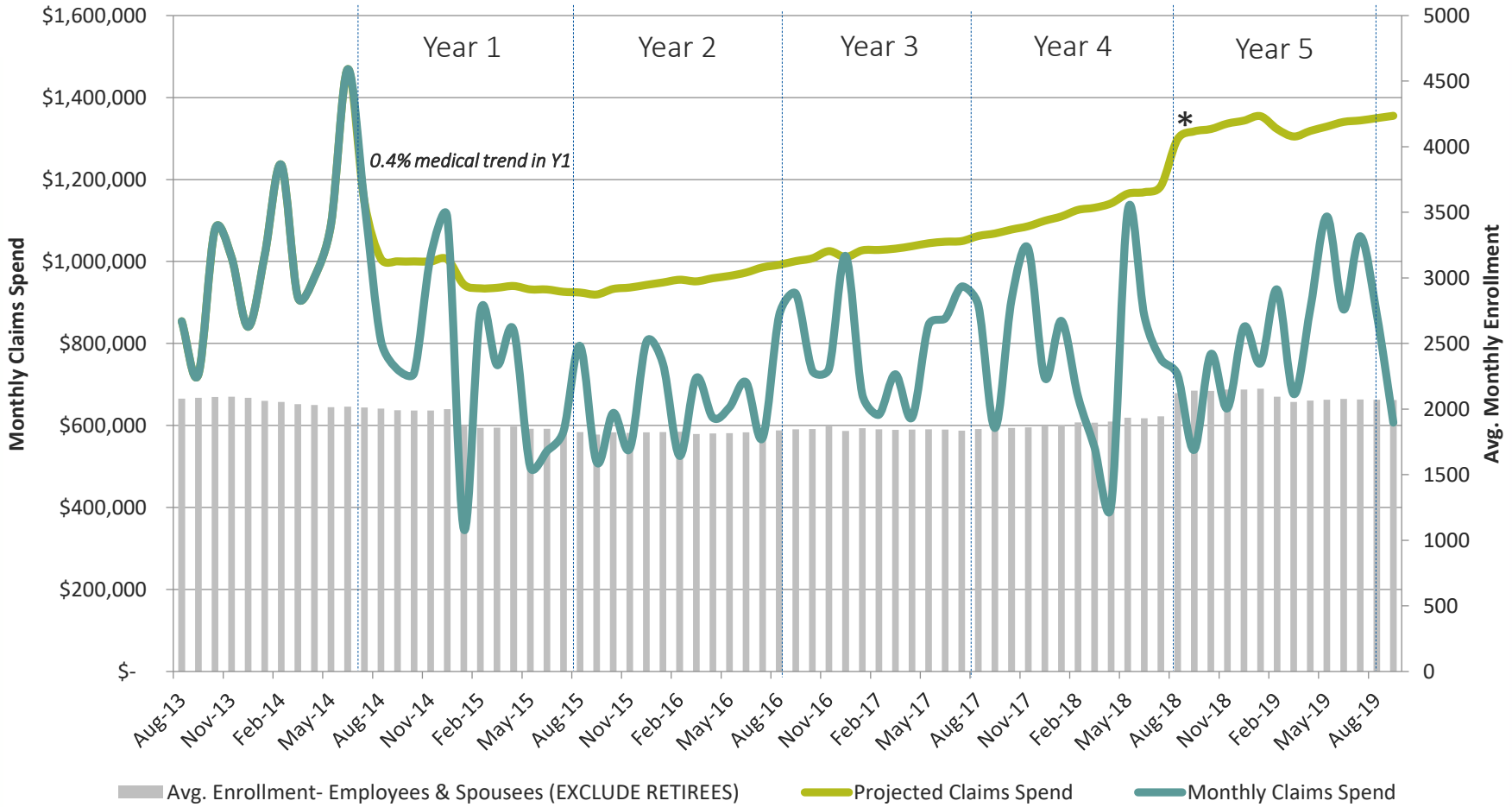


3+ Coaching, n=322
0 Coaching, n=272

Financial Outcomes

Medical Trend Analysis

Employees & Spouses (excluding retirees) vs. 6.5% Projection



	Billed	Gross Savings	ROI	Net Savings
Year 1	$ 498,732	$ (2,736,429)	5.5	$ (2,237,697)
Year 2	$ 593,676	$ (3,582,610)	6.0	$ (2,988,934)
Year 3	$ 611,484	$ (2,735,303)	4.5	$ (2,123,819)
Year 4	$ 629,820	$ (4,049,424)	6.4	$ (3,419,604)
Year 5	$ 648,720	$ (6,114,739)	9.4	$ (5,466,019)
Cumulative	$ 2,982,432	$ (19,218,505)	32	$ (16,236,073)

**Methodology change beginning Aug 18' (using in house claims reporting engine)*

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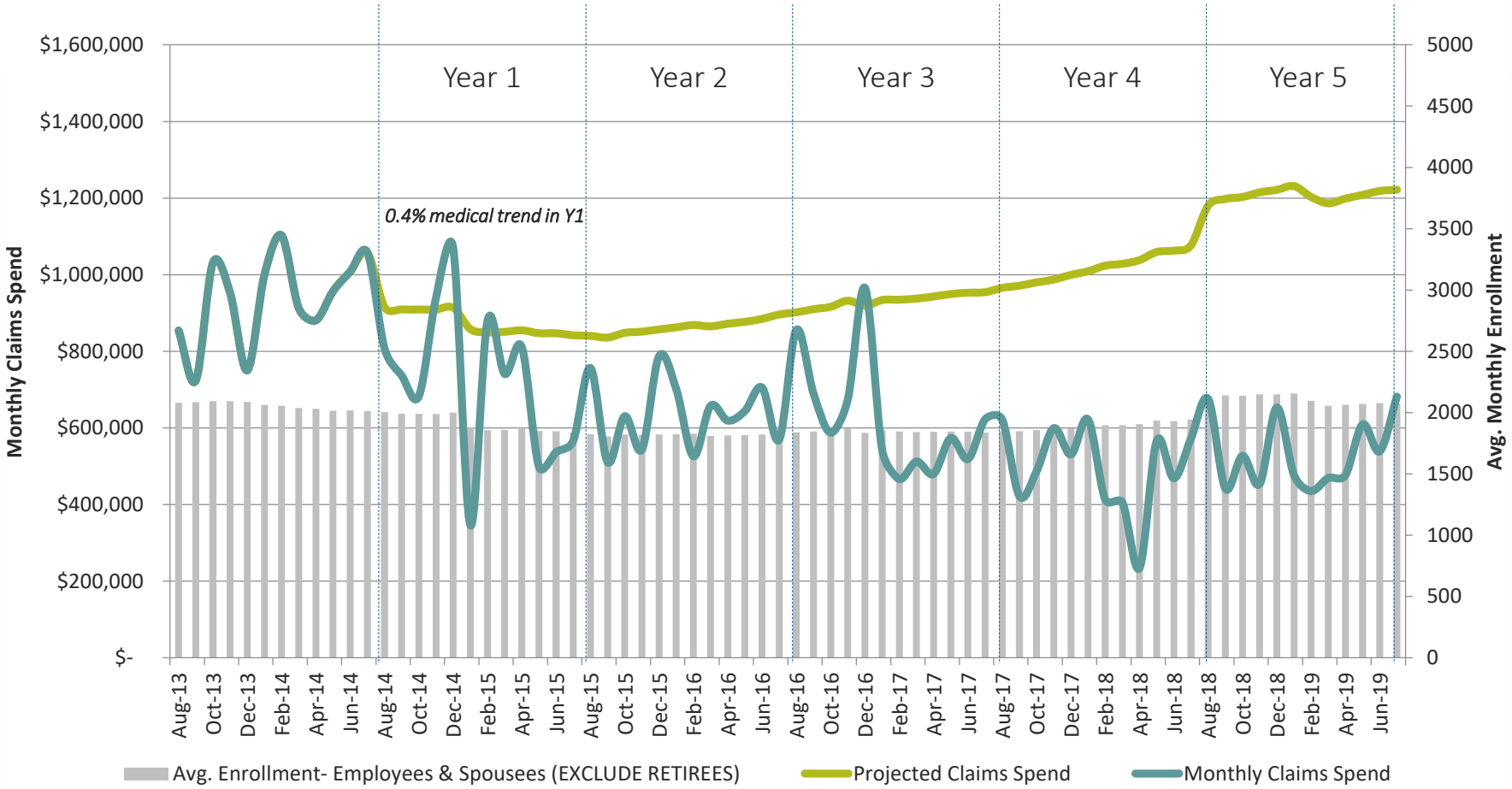
High Cost Claimants >$50k Removed

Employees & Spouses (excluding retirees) vs. 6.5% Projection



	Billed	Gross Savings	ROI	Net Savings
Year 1	$ 498,732	$ (1,889,383)	3.8	$ (1,390,651)
Year 2	$ 593,676	$ (2,706,861)	4.6	$ (2,113,185)
Year 3	$ 611,484	$ (3,695,860)	6.0	$ (3,084,376)
Year 4	$ 629,820	$ (6,258,961)	9.9	$ (5,629,141)
Year 5	$ 648,720	$ (8,044,971)	12.4	$ (7,396,251)
Cumulative	$ 2,982,432	$ (22,596,036)	37	$ (19,613,604)

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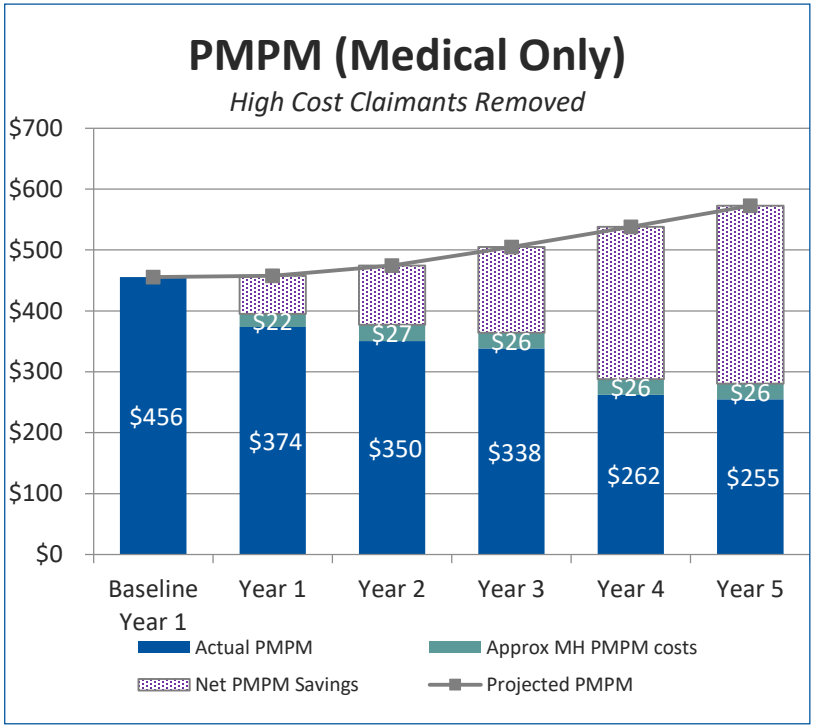
Performance Guarantees

Health Outcomes		
Number of categories (out of 12 risk reduction and disease management measures) in which the year 5 target was met		**Result**
8-12	0% credit	11/12
4 - 7	50% credit	
2 - 3	75% credit	
less than 2	100% credit	
$32,436 at risk, 0% credit		$ -

PMPM Cost Trend		
Target Net Reduction Percentage: 6% for year 5		**Result**
+/- 1%	0% credit	51%
1 - 3% under	50% credit	
3 - 5% under	75% credit	
> 5% under	100% credit	
$32,436 at risk, 0% credit		



PMPM Cost Trend Calculations		
Avg forecasted PMPM for Aug 18'-Jul 19'	$	572.88
Actual PMPM avg for Aug 18'-Jul 19'	$	254.78
Gross PMPM reduction	$	318.10
MH fees Aug 18'-Jul 19'	$	648,720
Eligible Population		2,108
PMPM MH fee	$	25.65
Net reduction in PMPM	$	292.44
Net % reduction		51.0%

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Cost Reduction

FACT Analytics- Financial and Clinical Trends

User vs. Non-User Claims Outcomes

Disclaimer: Marathon Health processes third-party claims data to measure the impact of population health management on healthcare costs. Marathon Health makes no representation regarding completeness, accuracy or reliability of information derived from third-party sources.

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Definitions

- FACT allows us to take claims information from your carrier and map it with data from our EMR (risk conditions/disease states, visit counts, etc) in order to look at the cost of users of the health center vs. those who have not used the health center.

- Active employees with a claim
- **Users = 1+ visit in the 18-months ending September 2019**
- **Non-users = 0 visits in the 18-months ending September 2019**
- Medical claims data from October 2018- September 2019

Summary of Findings:

- When adjusted for age and gender, engaged employees cost on average **$2,620 (37%)** less than non-engaged employees.
- 618 engaged employees with a claim x $2,620 savings per engaged employee= **$1,619,392 or 2.5:1 ROI**

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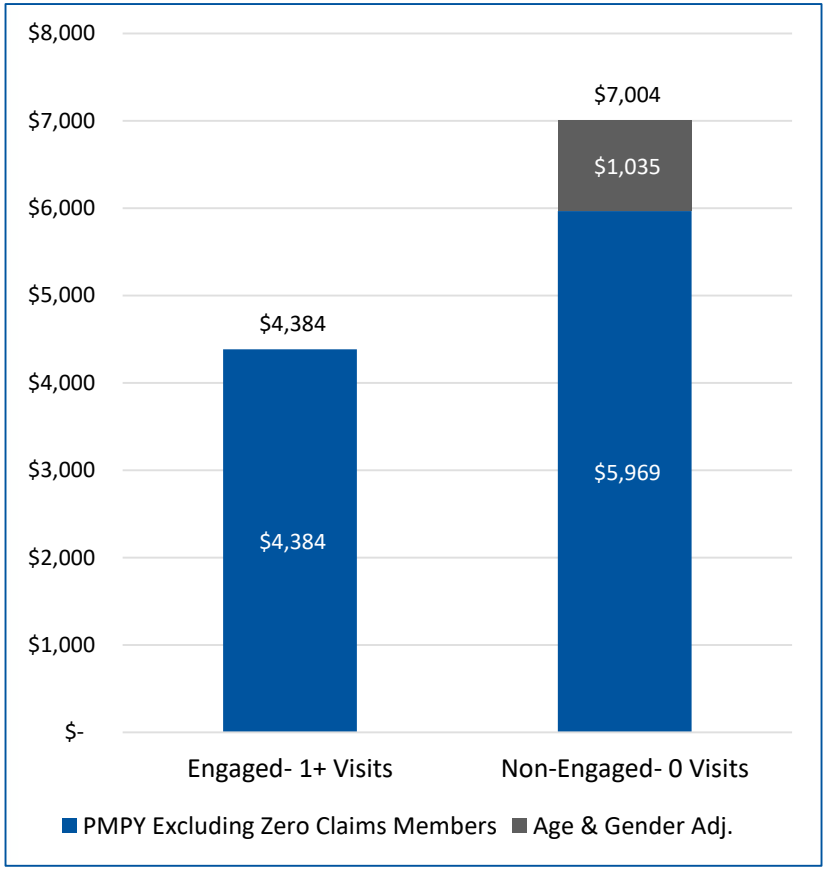
PEPY Cost- Users vs. Non-Users



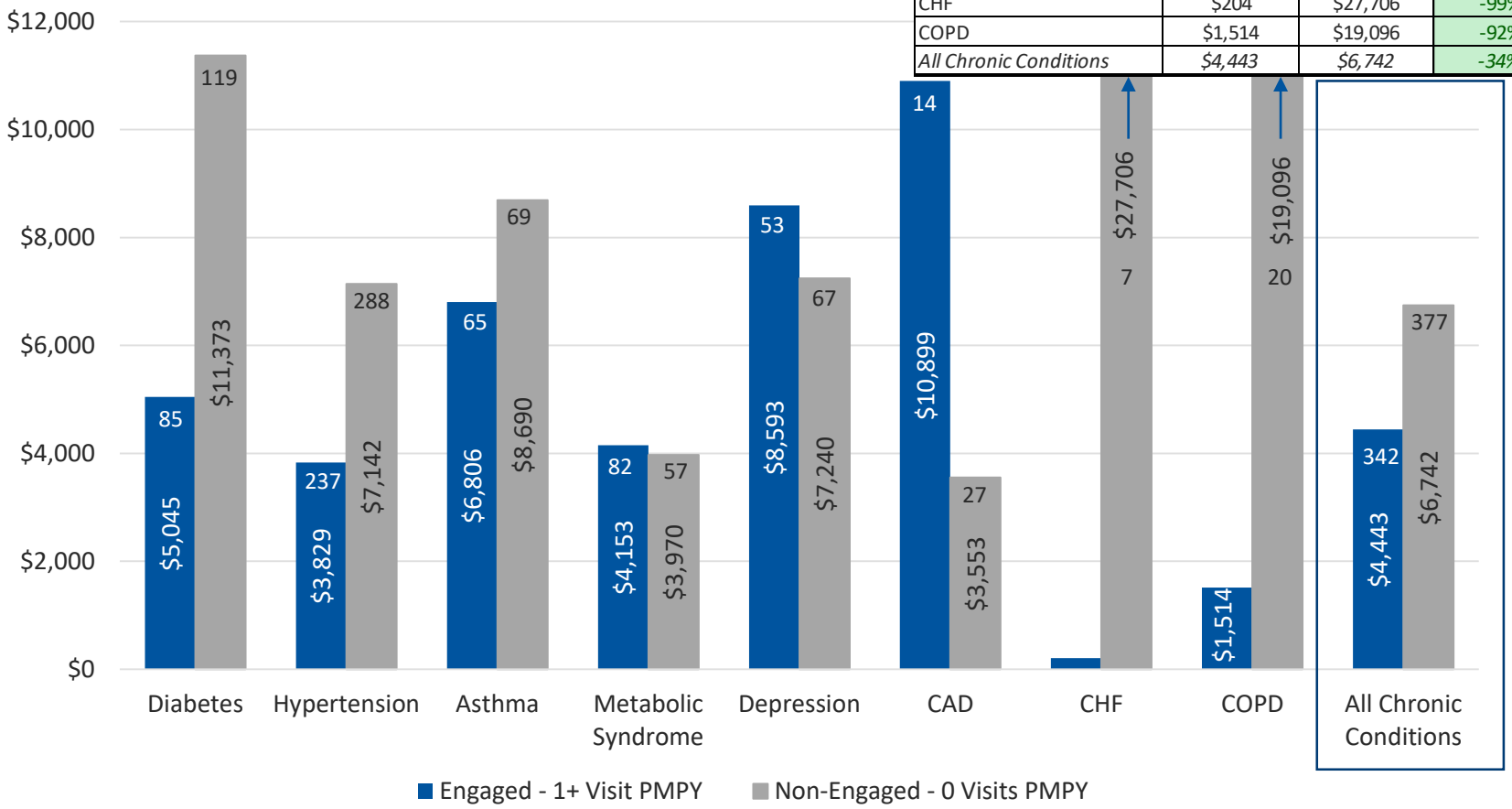
Cohort Information	Engaged	Non-Engaged
Number of People with claim(s)	618	678
Average Age	45.9	46.6
Average # Chronic Conditions	0.93	1.02
% Female	64.6%	50.9%

- *The engaged group has a higher proportion of females- a factor that yields higher expected costs than the non-engaged group.*
- *In order to match the demographic profile of the engaged group, we make an upward adjustment to the non-engaged group based on benchmark data from the Kaiser Family Foundation. When adjusting for age and gender, the engaged group costs **$2,620** less **(37.4%)** than the non-engaged group.*

618 engaged employees with a claim x $2,620= $1,619,392

Annual Cost by Chronic Condition

Chronic Conditions	Engaged - 1+ Visit PMPY	Non-Engaged - 0 Visits PMPY	Deltas
Diabetes	$5,045	$11,373	-56%
Hypertension	$3,829	$7,142	-46%
Asthma	$6,806	$8,690	-22%
Metabolic Syndrome	$4,153	$3,970	5%
Depression	$8,593	$7,240	19%
CAD	$10,899	$3,553	207%
CHF	$204	$27,706	-99%
COPD	$1,514	$19,096	-92%
All Chronic Conditions	*$4,443*	*$6,742*	*-34%*

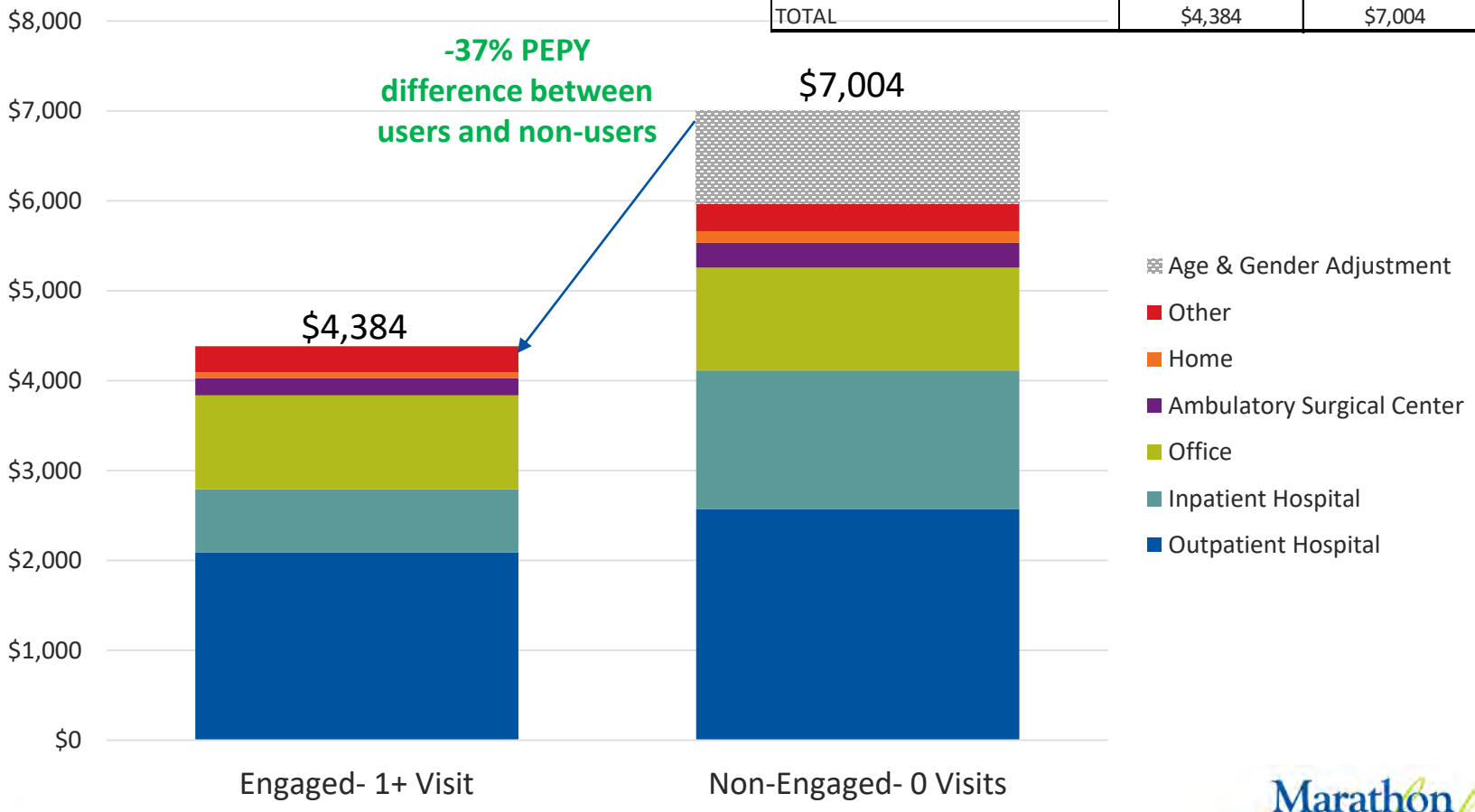


- *Employees with a chronic condition with 1+ visits in the last 18 months cost on average **$2,300 (34%)** less than chronic members who have not used the health center.*

PEPY Costs by Place of Service

Employees with a claim Oct 18'-Sept 19'

Plan Paid Per Membership with a Claim			
Place of Service	**Engaged- 1+ Visit**	**Non-Engaged- 0 Visits**	Plan Paid Deltas
Outpatient Hospital	$2,090	$2,574	-19%
Inpatient Hospital	$703	$1,539	-54%
Office	$1,046	$1,144	-9%
Ambulatory Surgical Center	$193	$278	-31%
Home	$65	$127	-49%
Other	$289	$307	-6%
Age & Gender Adjustment	N/A	$1,035	N/A
TOTAL	$4,384	$7,004	-37%



Patient Satisfaction

Patient Experience

99.3%

Patient Satisfaction



94% Very Satisfied 6% Satisfied

Patient Experience – In the patient's words

- That was **the best and professional medical office I have ever went to**, I love the place and the people, they were very courteous and friendly people, I will continue to come back here.
- The ladies are amazing. When you are sick and feeling crummy, it is always a relief to be able to get into the clinic and see them. This is **one of the county's best benefits**.
- They always ask how I'm doing and **make me feel important**. That goes a long way in my book because this is a crazy world we live in and these ladies just make me smile or laugh before I leave, someway somehow.
- The facility was inviting, from the front desk to the nurse on duty. **I was treated with respect** and she took the time to listen. She even enlightened me on things that I have never heard from my primary physician. I look forward to going back (although I don't being ill). The visit overall was AWESOME!!!!!!!!!!!!!
- I was very impressed with my visit. I normally go to my primary care physician for my annual physical. However, this year I decided to take advantage of the Employee Health Center. My exam was very thorough. The nurse practitioner was very knowledgeable, caring and **took her time** with my examination. She asked questions and did not make me feel rushed. (Please note I always feel rush when I go to primary care physician.) I am so appreciative of the service that I received today and will definitely make my yearly exams with Marathon Health. Thank you for your professionalism and for **making me feel so comfortable**. You ladies ROCK!!!
- I am always listened to even if I sound like a lunatic.
- The staff are always so welcoming and engaging. They know our family and take time to **make us feel at home.**

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Analytics & Reporting

We measure results at every step of the population health journey and report to you monthly.

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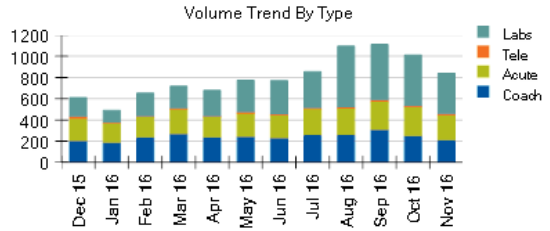
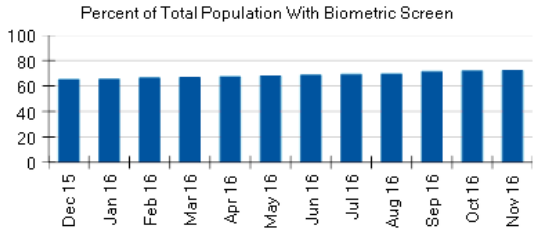
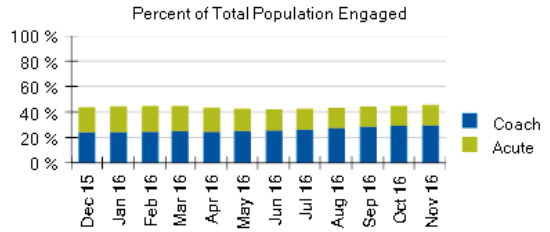
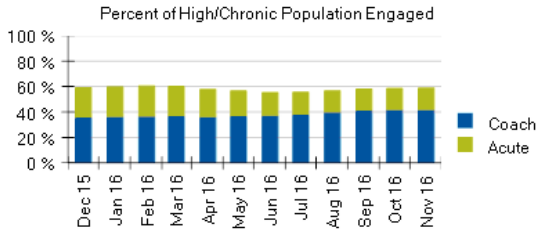
Analytics Track Value Proposition

ViaCom Activity and Trends Members: All Members
New York, NY
Time Frame: 11/1/2016 To 11/30/2016
Total Population: 3379 - Current High/Chronic Pop: 1639









Patients Making Progress Toward Normal Range			
Biometric Category	Inital Pts Outside of NR	Progress Toward NR	% of Inital
Body Mass Index (< 18.5, > 24.9)	1698	603	35.51%
Systolic Blood Pressure (> 120)	1013	479	47.29%
Diastolic Blood Pressure (> 80)	729	421	57.75%
Glucose (> 100)	428	138	32.24%
Total Cholesterol (> 200)	650	347	53.38%
LDL Cholesterol (> 129)	505	278	55.05%
HDL Cholesterol (< 40)	538	223	41.45%
Triglycerides (> 150)	521	276	52.98%
Unique Patients	2053	1282	62.45%

Encounter Volume, Type and Value

Encounters/Procedures and Savings from Redirected Care				
CPT Code	Description	Count	Fee Equivalent	Total Savings
$0630	Suture Removal	17	$42.00	$714.00
99490	Chronic Care Management 20-60 min	6	$50.00	$300.00
99442	Telephone Medical Ser			
99441	Telephone Medical Ser			
99403	Preventive Med Counse			
99402	Preventive Med Counse			
99401	Preventive Med Counse			
99396	History and Physical Exa			
99395	History and Physical Exa			
99393	History and Physical Exa			
99214	Office Visit, Est - Level 4			
99213	Office Visit, Est - Level 3			
99212	Office Visit, Est - Level 2			
99211	Office Visit, Est - Level 1			
99203	Office Visit, New - Level			
98968	Telephone Assess/Coun			
17003	Destruction Lesion, 2nd			
17000	Destruction Lesion, first			
10060	I & D Abscess, Simple			
Sub-Total Encounters and Procedur				
Unique Encounters				

Tests/Labs/Injections and Savings from Redirected Care				
CPT Code	Description	Count	Fee Equivalent	Total Savings
J7613	Albuterol	1	$3.00	$3.00
96372	Injection, IM or SC			
95117	Allergy 2 or more			
94640	Inhalation Therapy			
93000	EKG			
90746	Vaccine: Hepatitis B, Adult, IM			
90688	Vaccine: Influenza, Quadrivalent,			
90471	Injection, Vaccine, IM, SC, ID, PC			
87430	Rapid Strep			
83721	LDL Cholesterol			
83036	Hemoglobin a1c			
82947	Glucose			
81002	Urinalysis, Dipstick			
80061	Cholesterol(s)			
36416	Fingerstick (Capillary Blood Colle			
36415	Venipuncture			
Sub-Total Tests/Labs/Injections				

Patient Diagnoses - Top 20 (Current)		
ICD Code	Description	Total
Z13	Encounter for screening for other diseases and disorders	108
I10	Essential (primary) hypertensio	
Z00	Encntr for general exam w/o co	
Z01	Encntr for oth sp exam w/o com	
E29	Testicular dysfunction	
E03	Other hypothyroidism	
Z71	Persons encntr health serv for c	
E11	Type 2 diabetes mellitus	
E13	Other specified diabetes mellitu	
E78	Disorders of lipoprotein metabo	
Z23	Encounter for immunization	
E55	Vitamin D deficiency	
M25	Other joint disorder, not elsewh	
E66	Overweight and obesity	
J06	Acute upper resp infections of n	
J30	Vasomotor and allergic rhinitis	
E04	Other nontoxic goiter	
F32	Major depressive disorder, sing	
F41	Other anxiety disorders	
J45	Asthma	
	All Other	
	Total	

Prescriptions - Top 20 (Current)	
Medication	Total
lisinopril	20
hydrochlorothiazide	14
metformin	13
amlodipine	11
simvastatin	11
fluticasone	10
Ventolin HFA	9
methocarbamol	8
triamcinolone acetonide	7
omeprazole	7
ibuprofen	6
citalopram	6
bupropion HCl (smoking deter)	5
Nature-Throid	5
sulfamethoxazole-trimethoprim	5
Tessalon Perles	4
amoxicillin	4
atenolol	4
ketoconazole	4
levothyroxine	4
All Other	128
Total	285

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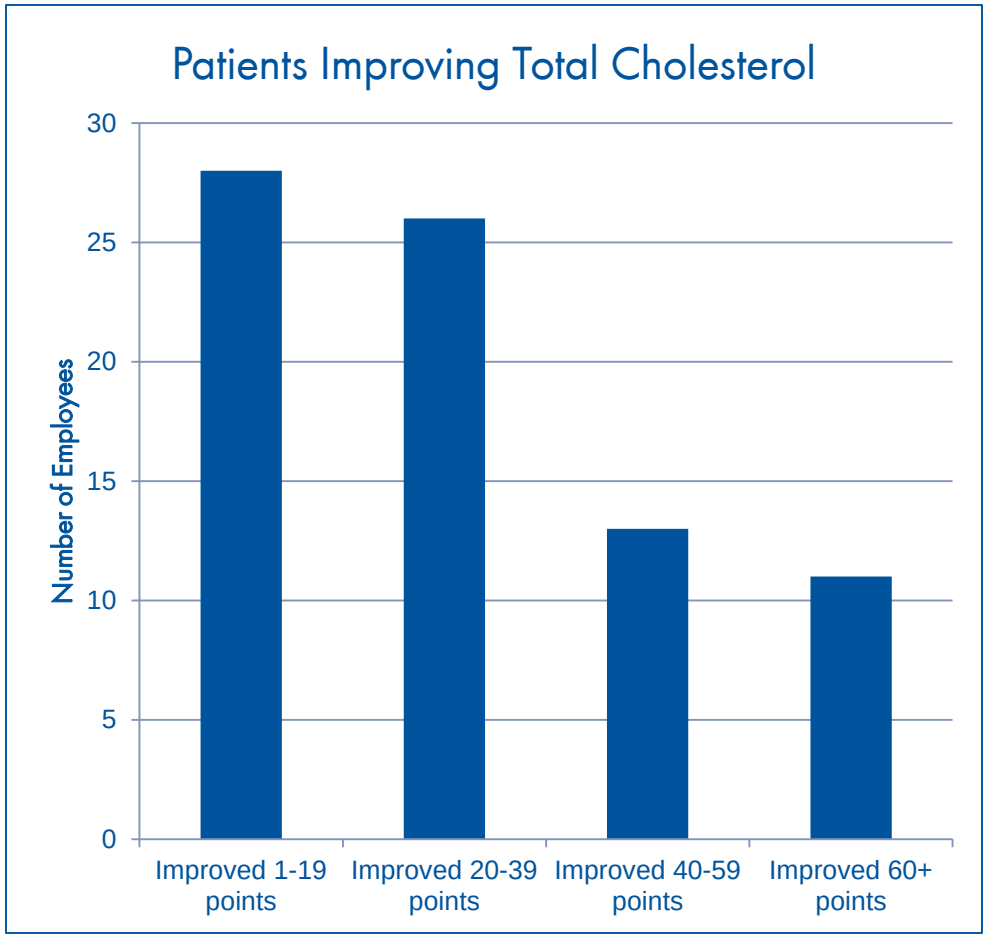
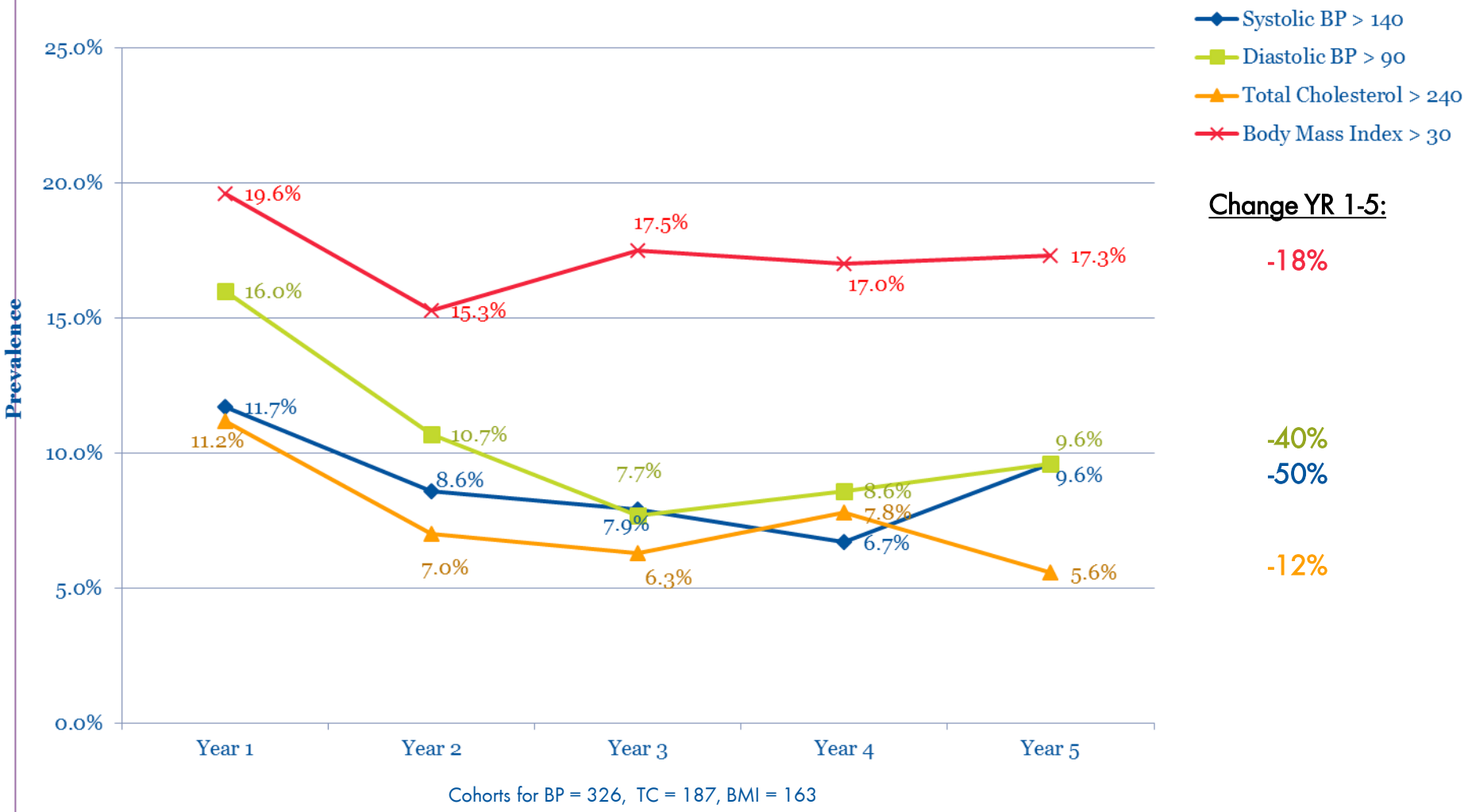
Progress on Key Risks – Detailed +/-



	Patients Improving Total Cholesterol	Percent
Improved 1-19 points	28	26%
Improved 20-39 points	26	24%
Improved 40-59 points	13	12%
Improved 60+ points	11	10%
Total Improved	78	72%
No change / re-screen	11	10%
TC increased	19	18%
Total at-risk	108	
Total Plus / Minus	-2400	
Average Plus / Minus	-22.22	**-10.23**

Analytics: Changes in Prevalence Rates Over Time

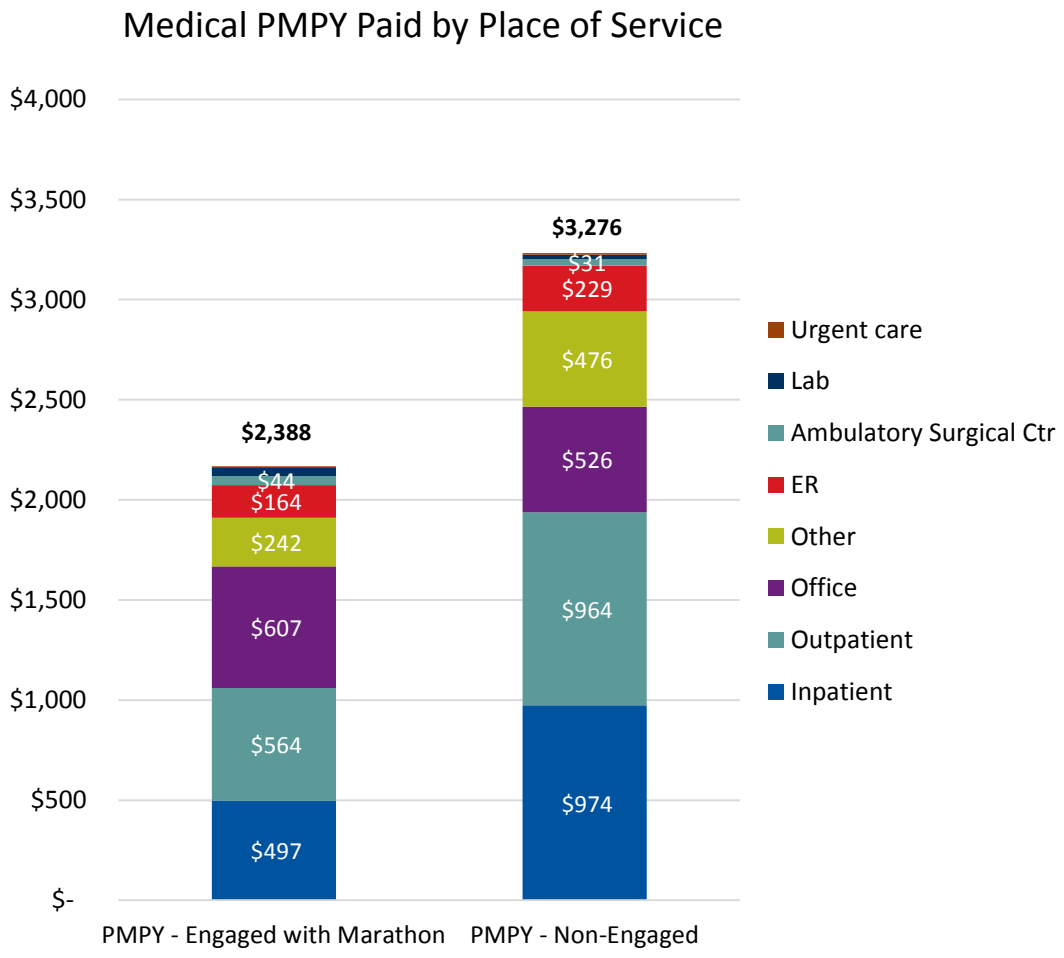
Matched Cohort Analysis



Cohorts for BP = 326, TC = 187, BMI = 163

Analytics: Engaged vs. Non-Engaged

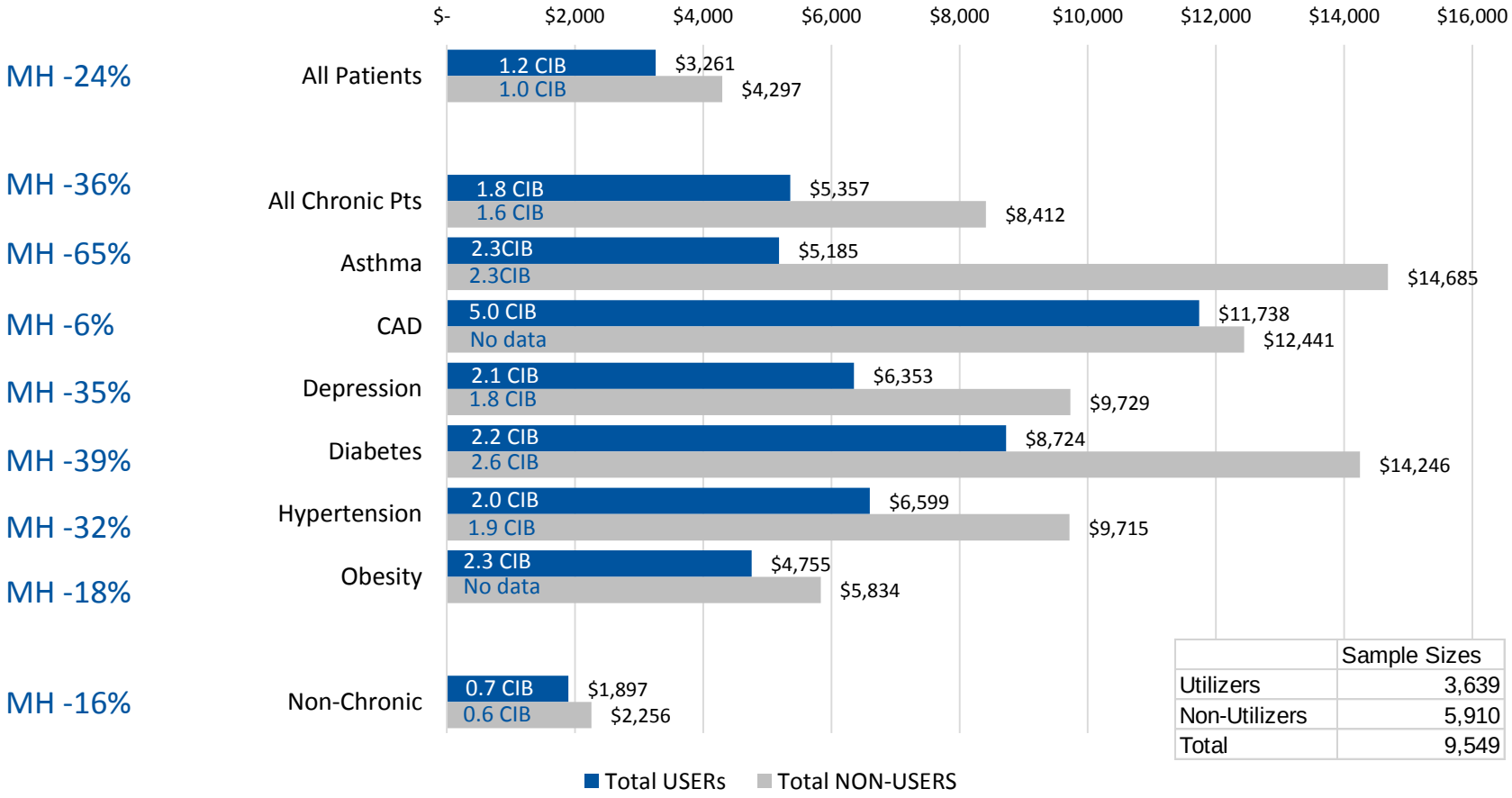
Place of Service



	Users vs. Non-Users Spend by Category
Inpatient	-49%
Outpatient	-42%
Office*	15%
Other	-49%
ER	-29%
Lab	98%
Urgent care	-29%
Total	**-27%**
*Office includes the estimated market value of health center visits	
Users N	3,781
Non-Users N	3,475
Users had higher average current illness scores than non-users	

Average Medical Paid by Chronic Condition

Users vs. non-users with current illness burden, most recent year available



	Sample Sizes
Utilizers	3,639
Non-Utilizers	5,910
Total	9,549

Patient Outcomes vs. Triple Aim Targets

Triple Aim Metrics Run on 7/14/2017

Customer:

Time Frame: 1/1/2016 Through 7/14/2017

Biometric Category	Will achieve the following results	Participants Outside Normal Range	Participants with Progress or Normal	% of Participants Successful	Target Year 1	Target Year 2	Target Year 3
Systolic Blood Pressure (>= 140)	Reduce by 12 mmHG or below threshold	467	303	64.88%	30.00%	35.00%	40.00%
Diastolic Blood Pressure (>= 90)	Reduce by 5 mmHg or below threshold	320	221	69.06%	30.00%	35.00%	40.00%
Glucose (> 100)	Reduce by 15% or below threshold	650	142	21.85%	10.00%	12.50%	15.00%
Total Cholesterol (> 200)	Reduce by 10% or below threshold	615	131	21.30%	10.00%	12.50%	15.00%
LDL Cholesterol (>= 160)	Reduce by 10% or below threshold	112	45	40.18%	10.00%	12.50%	15.00%
HDL Cholesterol (M: < 40, F: < 50)	Increase by 10% or above threshold	545	144	26.42%	10.00%	12.50%	15.00%
Triglycerides (>= 200)	Reduce by 20% or below threshold	271	90	33.21%	10.00%	12.50%	15.00%
Body Mass Index (>= 25)	Reduce weight by 5% or BMI below threshold	1997	192	9.61%	3.00%	4.00%	5.00%
Smokers	Quit for at least 90 days	301	110	36.54%	3.00%	4.00%	5.00%
Condition	**Will achieve the following results**	**Participants with Condition**	**Participants who achieved results**	**% of Participants Successful**	**Target Year 1**	**Target Year 2**	**Target Year 3**
Diabetics	Average Hemoglobin A1C < 7.5	371	192	51.75%	36.00%	45.00%	50.00%
Diabetics	Standard of Care (4 out of 5) * Annual Foot Exam * Annual Eye Exam * Annual Influenza * Pneumococcal at least once * Self Glucose Monitoring or A1c Exists	371	289	77.90%	75.00%	75.00%	75.00%
Asthmatics	Standard of Care (4 out of 5) * Annual Influenza * Pneumococcal at least once * Use of Inhaled Corticosteroids * Asthma Action Plan * Use of short acting bronchodilator	203	153	75.40%	75.00%	75.00%	75.00%

Onsite Dispensing Savings

Annualized based on data from January 1, 2017 - August 22, 2017

Therapeutic Class	Months Filled	Clinic Cost	Clinic Spend	Plan Cost*	Plan Spend	% Savings	ROI	Net Savings
ANALGESICS/PAIN/MUSCULOSKELETAL	4,286.53	$6.29	$ 26,962	$48.85	209,397	87%	8:1	$ 182,435
ASTHMA/ALLERGY/COUGH & COLD	12,783	$22.94	$ 293,241	$68.86	880,233	67%	3:1	$ 586,993
DEPRESSION/MENTAL DISORDERS	2,210	$3.58	$ 7,910	$135.74	299,929	97%	38:1	$ 292,018
DIABETES	2,347	$12.91	$ 30,305	$125.82	295,354	90%	10:1	$ 265,049
HBP/HEART DISEASE	3,210	$2.62	$ 8,410	$13.89	44,584	81%	5:1	$ 36,175
HIGH CHOLESTEROL	7,178	$3.46	$ 24,835	$35.70	256,248	90%	10:1	$ 231,413
INFECTIONS	19,600	$11.36	$ 222,660	$53.00	1,038,818	79%	5:1	$ 816,158
OTHERS	5,359	$8.67	$ 46,463	$50.59	271,116	83%	6:1	$ 224,653
SMOKING DETERRENTS	970	$107.44	$ 104,182	$221.65	214,929	52%	2:1	$ 110,747
THYROID AGENTS	1,639	$11.38	$ 18,647	$68.11	111,604	83%	6:1	$ 92,957
ULCER/HEARTBURN	3,872	$5.80	$ 22,460	$38.18	147,850	85%	7:1	$ 125,390
Total	63,457	$12.70	$ 805,909	$59.41	3,770,002	79%	4.7:1	$ 2,964,094

* Source: Express Scripts Drug Trend Review 2016

Data source: A-S Medications Analytics

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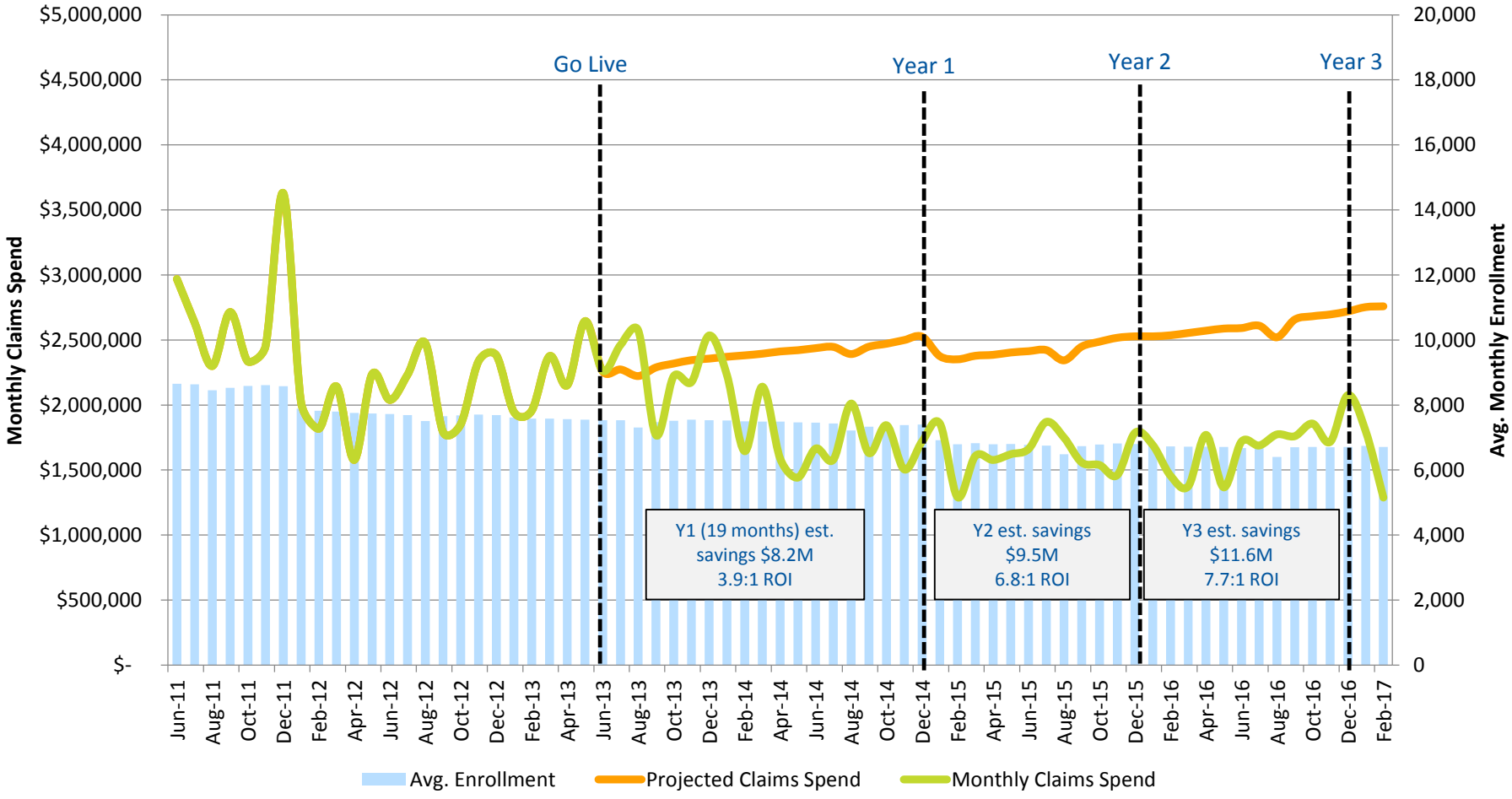
Three Year Cumulative Savings $26M

High Cost Claimants Removed



Cumulative savings since go live (through February 2017) $31.2M
Estimated net savings: $25.9M
ROI 6:1

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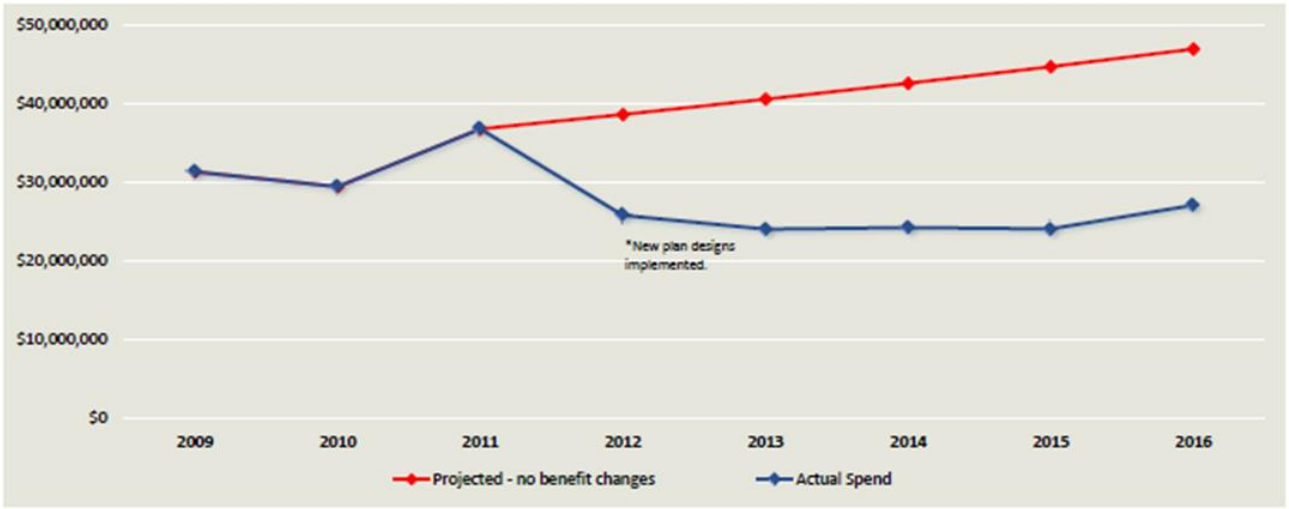
Medical and Rx Spending Pre and Post Plan Redesign and Health Center Implementation

Total Healthcare Spend Analysis



	2009	2010	2011	2012	2013	2014	2015	2016
Projected - no benefit changes				$38,588,078	$40,517,482	$42,543,356	$44,670,523	$46,904,050
Actual Spend	$31,324,013	$29,419,880	$36,750,550	$25,788,532	$24,027,486	$24,226,560	$24,062,972	$27,075,206
Percent Change	-	-6%	25%	-30%	-7%	1%	-1%	13%

Please Note:

1. 2012 - 2014 actual spend is reported on an incurred basis. 2015 and 2016 is reported on a paid basis.
2. 2012 - 2016 totals include fees & associated costs for Marathon & On-Site RX.
3. Projected spend - no benefit changes is trended at 5% based on national averages.
4. PPACA fees are not included in this analysis.

Case Study: Member Engagement

Escambia County School District: Engaging Teachers, Bus Drivers, Classroom Aids, and Administrators in their Health



Background

The Escambia County School District (ECSD) is made up of more than 50 schools covering 876 square miles in and around Pensacola, Florida. In 2013, ECSD decided to get ahead of the upward trending healthcare cost curve and open an onsite health center providing primary care and health coaching to its 7,578 employees plus their families. In 2017, health center services expanded to offer DOT physicals to employees. One sticking point was figuring out how to engage such a large population, spread out over a broad swath of land. Considering the geographical hurdles, engagement was expected to be challenging.

Enter Marathon Health

Recognizing the school district's varying geography and demographics, Marathon Health and ECSD partnered to set up a communications and incentives program to drive engagement at the health center.

Emails to millennials and mailed welcome packets to baby boomers kept the employee population informed and engaged. Participation rates grew thanks to adjusted incentives and health center information diplays on bulletin boards and in breakrooms.

Results

Using the communications strategy Marathon Health devised, Escambia County Public Schools has been able to engage more than 60% of their target population. The Marathon Health Population Health 2.0 model has produced tangible results in other areas as well:

Prevalence Rates

School District employees are improving their health. Last year...



...of employees with high health risks made progress toward normal range.

Employee Satisfaction

The most recent annual survey indicated that more than 99% of employees were satisfied or very satisfied with their Marathon Health experience, and said they would recommend the health center to their colleagues.





This comment sums up the Marathon Health mission:

I was so thankful that I was able to leave today with my prescriptions filled. In my initial visit for wellness several months ago, I was overwhelmed with the helpfulness, kindness, and knowledge of my provider.

(ECSD Employee Satisfaction Survey)

Savings

Since opening their health center in June 2014, the school district has seen a total net savings of $35.3 million, **a 6.5:1 return on investment**.

$35.3 million

A Winning Partnership

"Our healthcare spend trending rate is down 12 percent since opening the health center, which is unbelievable," said ECSD Risk Management Director Kevin Windham. "I attribute a good part of that to what we're doing with engagement."

Windham said the school district believes it has the best vendor partner it could have in Marathon Health.

"Our health center is a jewel of a facility and we have a superior clinical staff and account management," he said. "We use the health center as a recruitment and retention asset for us."

Marathon health® For life.

MyHealth Report

Marathon health©
For life.



My*Health* Report

***MyHealth* Report is all about you.** We offer this tool to help you understand your health, and to share ideas on what you can do to improve.

You can use this report to start a conversation with your provider about your health and health goals. In this report, you will see your overall Wellness Score and what you can do to maintain or improve the score.

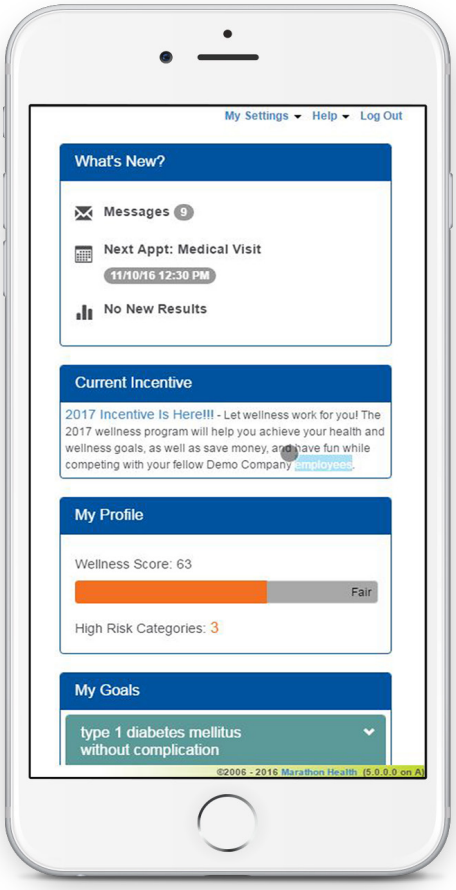
Take a moment to review your My*Health* Report. Got questions? We're here for you. Get in touch with us at your Marathon Health center to set up a personal health plan with your provider.

My Overall Wellness Score:

XX

Firstname Lastname

What does this number mean? We generate this number by reviewing the results of your biometric screening and the health risk assessment. To help you understand your health and overall Wellness Score, each biometric marker, health factor, and health choice receives an individual score. The results in your report will offer guidance to help you celebrate when you're right on target, and set goals for areas where you want to improve your health.



My*Health* Report is available on the Marathon eHealth Portal at: my.marathon-health.com



Health Data

Blood pressure, glucose, cholesterol, and body mass index (BMI) are important components of your health. These results can be improved or maintained through lifestyle choices around nutrition, exercise, and tobacco use.

Blood Pressure: XXX/XX (Systolic/Diastolic)

Wellness Score Points: X/10

Your heart pumps blood through your body using a network of arteries. Blood pressure measures the force your blood pushes out on the walls of your arteries.

Systolic			Diastolic		
119 or less	120-139	140 or more	79 or less	80-89	90 or more
Normal	Moderate Risk	High Risk	Normal	Moderate Risk	High Risk

What is the risk? Healthy blood pressure helps reduce the risk of heart attacks, kidney problems, and strokes. Unhealthy blood pressure is sneaky and can go unnoticed, but it makes your heart work too hard.

What can I do to improve or maintain?

- **Get moving!** 30 minutes of physical activity most days a week will help you lose weight and lower your blood pressure.
- **Cut back on alcohol.** No more than two drinks per day for men or one drink per day for women.
- **Reduce the amount of salt** you eat by eating fewer processed foods.

Body Mass Index (BMI): XX.X

Wellness Score Points: X/5

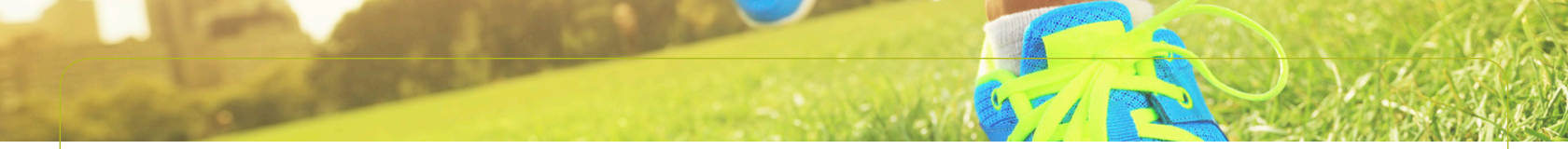
We all wear our weight differently, so BMI is a helpful measure to guide us to the ideal weight for our height.

18.4 or less	18.5 – 24.9	25 – 29.9	30 or more
Moderate Risk	Normal	Moderate Risk	High Risk

What is the risk? A high BMI can lead to heart disease, stroke, high blood pressure, Type II Diabetes, and sleep apnea. A low BMI might mean you're not eating enough nutrients for your body to be healthy, which can lead to anemia, heart problems, cavities, and osteoporosis. For women, it can also lead to menstrual issues.

What can I do to improve or maintain?

- **Go for a walking lunch.** Step away from your workstation, stretch your legs, and get moving. Exercise releases naturally occurring happy hormones called endorphins that increase your energy and can improve your mood.
- **Ditch the diet.** Rather than relying on the latest fad diet, combine exercise with healthy eating to build lean muscle to prevent your body from regaining lost weight.



Blood Glucose (Fasting): XXX

Wellness Score Points: X/8

Blood glucose is the sugar in your blood and comes from carbohydrate foods like bread, fruits, sweets, and dairy. While glucose gives your body energy to keep you moving, too much glucose can create problems.

99 or less	100 – 125	126 or more
Normal	Moderate Risk	High Risk

What is the risk? High blood glucose may mean you are pre-diabetic and can lead to eye, kidney, nerve, and blood vessel damage. Blood glucose numbers can go up and down, but if yours is elevated, it's best to monitor on a regular basis.

What can I do to improve or maintain? Avoid processed sugars in unhealthy carbohydrates like cookies, crackers, candies, and cola. Drink water; not juice, soda, or other sugary beverages.

Cholesterol: XXX, XXX, XXX (Total, HDL, LDL)

Wellness Score Points: X/10

Cholesterol is a type of fat that lives in your blood. Your body makes all the cholesterol it needs, but you also get cholesterol from the food you eat. Finding the right balance is important.

There are two types of cholesterol: HDL ('happy') and LDL ('lousy'). You want to maintain a healthy balance with more HDL and less LDL.

Total Cholesterol

199 or less	200 – 239	240 or more
Normal	Moderate Risk	High Risk

HDL: Men

40 or more	39 or less
Normal	High Risk

HDL: Women

50 or more	49 or less
Normal	High Risk

LDL

99 or less	100 – 189	190 or more
Normal	Moderate Risk	High Risk

What is the risk? Your heart is the workhorse of the body, but high cholesterol can harden your arteries forcing your heart to work even harder. High cholesterol increases your possibility of coronary artery disease, heart attacks, heart disease, and stroke. Your risk increases if you also have high blood pressure and diabetes.

What can I do to improve or maintain?

- **Get moving!** Exercise 30 minutes a day, five times a week.
- **Eat healthy fat.** Just like cholesterol, there are good and bad types of fat. Healthy fat comes from avocados, nuts, seeds, olive oil, canola oil, nut butters, and fatty fish like salmon.
- **Cut back on saturated fats** (fats that are solid at room temperature such as cheese and butter) and trans fat which is often found in processed foods such as cookies, chips, and crackers.



Health Factors

The daily activities that fill your days at home and work influence your overall health. Let's take a look at the big ticket items that affect your overall Wellness Score.

Stress

Wellness Score Points: X/8

Large transitions like a job change, marriage, childbirth, the end of a relationship, or the death of a loved one can be stressful. Treat stress seriously – even smaller, less obvious daily stressors are important to recognize.

Stress can cause headaches, upset stomach, back pain, sleeping problems, irritability, a weakened immune system, and can damage your relationships.

What can I do to improve or maintain?

- **Meditate.** Before you walk into work or go to bed, take time to slow down and be mindful. Apps like Headspace, Calm, Meditate, and others can help guide you through a few minutes of relaxing meditation.
- **Get a hobby.** Research shows hobbies help people manage their stress and decrease their risk of having a heart attack.
- **Exercise.** Walking for just 10 minutes a day can make a difference.
- **Breathing and stretching exercises** can greatly reduce stress.

Eating Habits

Wellness Score Points: X/8

As the saying goes: you are what you eat. Fatty, processed foods and sugars make us tired, heavy, and unhappy. Enjoy healthy eating with a balanced diet while tracking the foods you eat and drink.

What can I do to improve or maintain?

- **Take small steps.** Avoid processed foods by preparing your own meals, eating slowly, and stopping when you become full.
- **Don't go it alone.** We're here for you. Talk with your Marathon Health provider or health coach to develop a personal wellness plan focused on achievable healthy eating goals.
- **Eat more fruits and vegetables.**

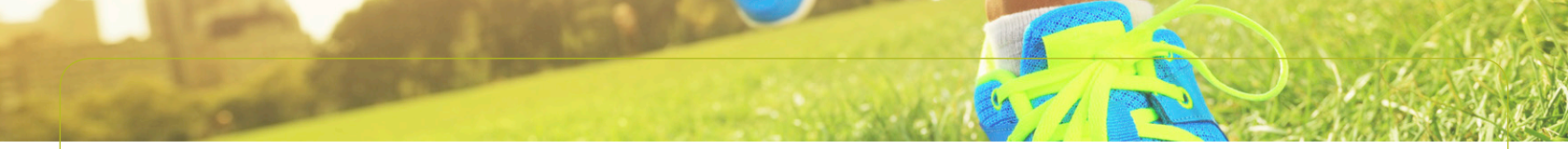
Sleep

Wellness Score Points: X/5

Experts recommend seven to eight hours of sleep to allow our bodies to rest, recharge, and recuperate. Poor sleep can affect your physical and emotional health, damage your personal relationships, and impair your ability to function in daily life.

What can I do to improve or maintain?

- **Don't watch TV** or use your phone in your bedroom or within an hour of going to bed.
- **Develop a calming pre-bed ritual.** Your body will learn your new routine and fall asleep more easily.



Smoking and Tobacco Use

Wellness Score Points: X/10

There's no way to sugarcoat it: tobacco is terrible for your health. Smoking is the top cause of cancer in the U.S. and you're not reducing your risk with smokeless tobacco. It can cause mouth sores, tooth loss, gum disease, and eventually mouth cancer.

What can I do to improve or maintain?

- **Meet with your Marathon Health provider** or health coach to help you develop a plan to take the first step toward a tobacco-free future.
- **Use all available resources**. Smartphone apps, counseling, and materials like nicotine gum, lozenges, and patches can help you kick your tobacco addiction. These approaches can improve the likelihood that you will be successful.

Alcohol Use

Wellness Score Points: X/8

Heavy and frequent drinking (five or more drinks per day) will damage your liver, brain, and other internal organs. Excessive drinking can threaten your mental health, and cause problems at work and in your relationships.

What can I do to improve or maintain?

- **If you are concerned** that you may have an alcohol problem, keep alcohol out of your home and avoid social events where alcohol is served.
- **Speak up.** Connect with your Marathon Health center for a list of local treatment and support options.

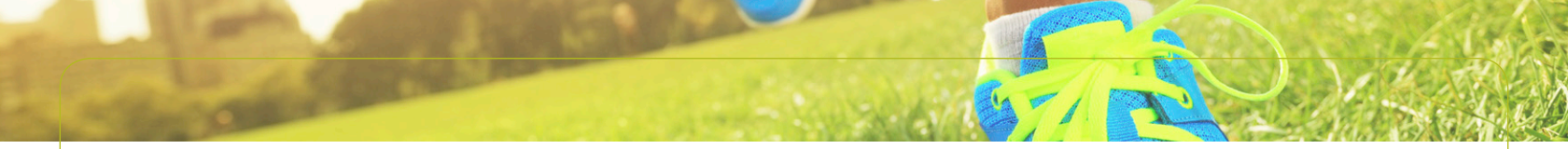
Exercise

Wellness Score Points: X/8

It's important to exercise frequently, even for small amounts of time. Being active can help you stay healthy, control your weight, and get the most out of life. No matter what your age or condition, there is a type of exercise that's right for you.

What can I do to improve or maintain?

- **Use your commute** to do some extra walking. Park several blocks away, or get off the bus a few stops early.
- **Take the stairs** instead of the elevator, at least for a few floors.
- **Suggest holding walking meetings** with colleagues inside or outside your work place.
- **Try to exercise** 30 minutes most days of the week. Start slow and begin a regular exercise routine.



Perception of Health

Wellness Score Points: X/3

It's important to check-in and assess your health from time to time – both physically and emotionally. Consider how you recognize health in your life and what feels healthy to you.

What can I do to improve or maintain?

- How you **connect to your friends, family, and community** is important because it's often a reflection of how you see yourself.
- **Become aware of your moods** and feelings and how they may impact your overall health.
- **Find healthy activities** you enjoy. Whether you're fishing, hiking, gardening, or playing basketball, healthy activities that keep you moving and engaged benefit your well-being.

Life Satisfaction

Wellness Score Points: X/2

How you feel about your life and your role at home and in the workplace can change from day-to-day and month-to-month. It's important to identify areas that cause stress or worry to ensure you're living your healthiest life.

What can I do to improve or maintain?

- **Explore mindfulness techniques** and meditation to clear your mind of worry, anxiety, and negativity. Apps like Headspace, Calm, Meditate, and others are a great place to start to take the first steps toward mindfulness.



Health Choices

These daily behaviors affect your overall health and are avoidable with increased awareness and personal responsibility.

Seat Belt Use

Wellness Score Points: X/4

Driving accidents are one of the leading causes of death in the U.S. Wearing a built-in seat belt reduces the likelihood an accident will result in fatal injury by 45 percent.

Driving Under the Influence

Wellness Score Points: X/2

29 percent of traffic-related deaths involve alcohol consumption. Drunk driving can incur legal penalties as severe as license suspension and imprisonment. Avoid driving drunk by having a designated driver or with apps like Uber and Lyft providing affordable transportation even in some rural areas.

Sunscreen

Wellness Score Points: X/2

Protecting your skin from prolonged exposure to the sun can decrease your chances of developing skin cancer, the most common form of cancer. 30+ SPF broad spectrum sunscreen provides better protection. Apply sunscreen 15-30 minutes before going in the sun and reapply every few hours, especially if you're sweating or swimming.

Safe Sex

Wellness Score Points: X/2

Sexually transmitted infections (STIs) can spread through any form of unprotected sexual contact. The only form of protection that can be effective against the spread of STIs is the use of barrier methods such as condoms or dental dams for oral sex, which are recommended if you don't have a monogamous, regular partner.

Not all STIs immediately show recognizable symptoms, so it is possible to spread them without being aware that you have them. It is a good idea for sexually active adults to get tested for STIs on a frequent basis. It is also good to have a frank conversation with any new partner about their sexual history and whether they may be at risk for carrying an STI.

Job Satisfaction

Wellness Score Points: X/6

Low job satisfaction can arise from many factors including poor communication, lack of external motivation, or uncomfortable working conditions. This can lead to increased stress and decreased productivity. One good way to address decreased job satisfaction is to meet with your boss or manager and discuss any problems you might have as well as any questions about your role that have been nagging at you.

Engagement



Marathon Health

COMMUNICATIONS AND ENGAGEMENT

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For life.

Marathon Health

COMMUNICATIONS

Engagement is the first step in helping patients create health. At Marathon Health, our services are designed to engage patients at every interaction – from the first service announcement and greeting for an appointment to the follow-up appointment and new ways to think about health. Our communication materials and tools support our mission to engage people in their own health. In this guide, you will see the communication and engagement strategy, tactics, and timeline for getting people actively involved in their healthcare journey. The success of the health center depends upon a well-crafted engagement strategy. The result of this strategy will help patients understand and change their health behaviors, help them make better healthcare decisions, and ultimately save employers money. Our engagement and communication services are included in our fixed monthly fee.

70%

Patient engagement of target population

HELPING PATIENTS CREATE HEALTH

A successful launch of a worksite health program begins with a strategic and well-timed communication strategy. We begin by working with your organization to understand your culture and communication preferences. Next, we create an engagement plan that reflects this understanding and compliments the communication methods and processes used by your organization. Together, we create a communication strategy that **lays the foundation for the success of your employee health programs.**



An onsite/near-site health center is an important benefit offering.
It is imperative that the launch of your health center is timely and professional to reflect the level of care your members will receive from Marathon Health. Below is a list of best practices we have identified:

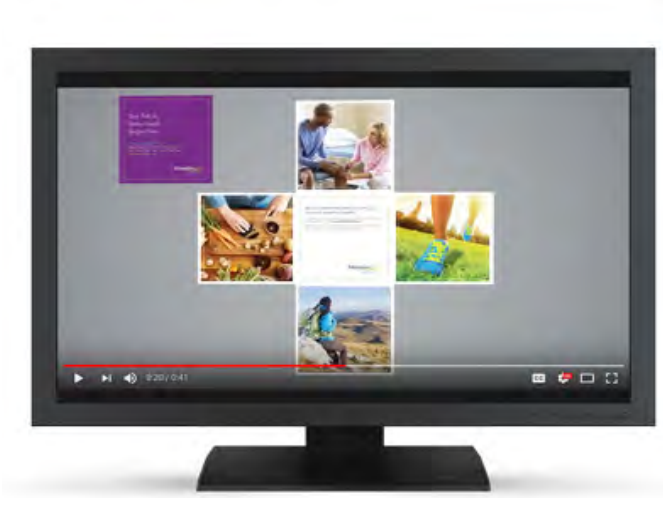
- **Branding:** To get ahead of patient confidentiality concerns, materials created to promote the health center should be in the Marathon Health brand. We will co-brand with your logo and health center information to include address, phone, and hours of operation when appropriate.
- **Corporate communications:** Include your corporate or internal communications team early so we can understand the messaging, tactics, and timing that work for your organization.
- **Regular meetings:** Have regularly scheduled meetings with the Marathon Health communications team to address feedback and plan ongoing promotions.
- **Wellness champions:** Find influencers to jumpstart your health center. They can be a formal wellness committee or informal employees that act as leaders to get messaging out to their peers.
- **Listen:** Solicit feedback about the new benefit and address concerns early.

This guide provides an overview of the communication programs available to you from Marathon Health.

CUSTOMIZED COMMUNICATION PLAN

Communication and Culture Audit: By conducting an audit, we will learn about your benefit structure, incentives, demographics, communication preferences, and key messages of your organization. Through this discovery process, you can help us understand what resonates with your employees, and how best to spread the word. We ask you to share any survey data you may have as well as examples of previous benefit communications.

Communication Plan: Using what we learned in the audit, we will create a custom communication plan to promote the health center in ways that will be meaningful to your organization.



Welcome Video



Services Mailer



eHealth Portal Mailer



Health Center Magnet



Services Flyer



Site Posters

SAMPLE LAUNCH TIMELINE

4 months out
Communication and culture audit
Develop communications plan

3 months out
Executive announcement
Coming soon poster



2 months out
Services flyer





6 weeks out
Weekly countdown
slides for digital TVs

3 weeks out

Meet the staff with bios and photos of clinical team



3 weeks later

Services home mailer



Go-Live Date

Launch Patient Experience Survey

1 week out

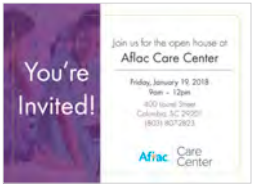
eHealth Portal home mailer with wallet card





2 weeks later

Open house postcard and email





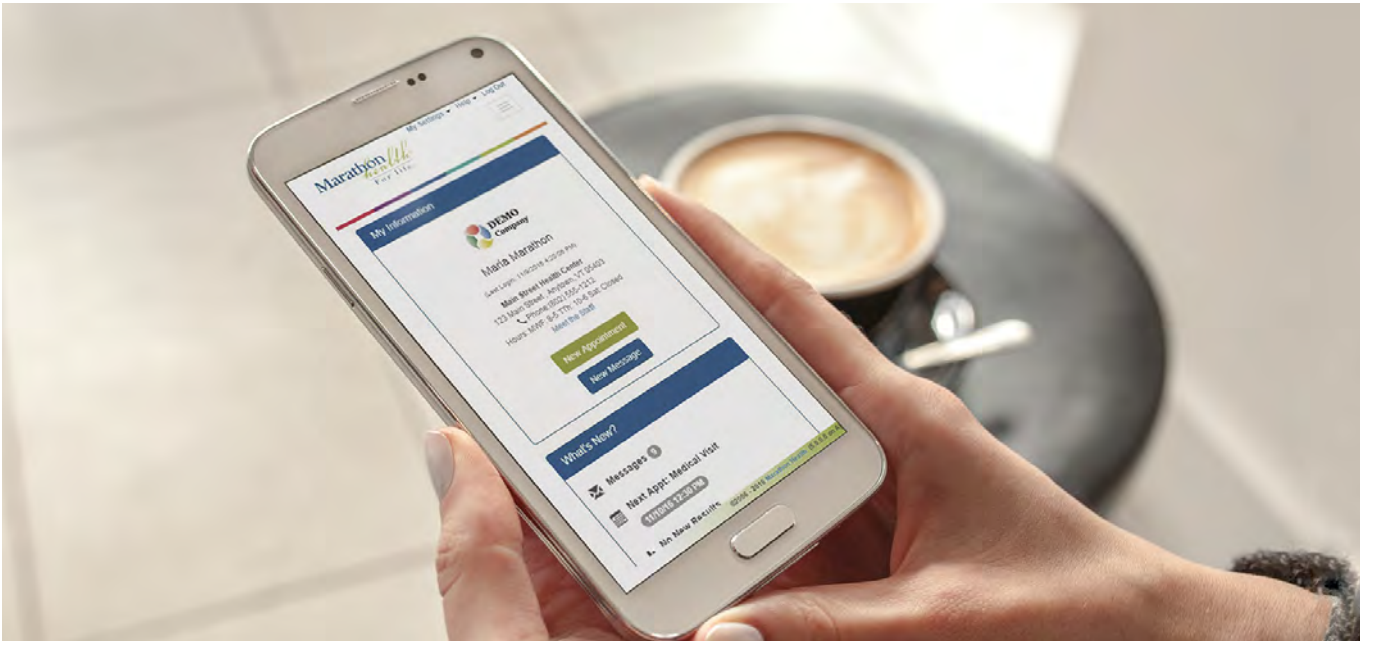
Ongoing heath engagement campaign including clinical team outreach, communications, and onsite education programs.

ONGOING SUPPORT

The communication support you receive doesn't end once the doors to your health center are open. You will continue to work with your account manager and communications specialist to design an ongoing communication program to fit your needs based on the risk factors of the population, communication preferences, and employee interest. This plan will be reviewed on monthly calls and modified as needed.

We take a multimedia approach as we continue to engage members in their healthcare journey:

- **Outreach:** individual, personalized outreach from the clinical team to at-risk patients inviting them in to visit the health center
- **Health Promotion and Education Catalog:** featuring over 80 lunch and learns programs, 10 weekly challenges, many group support programs, online workshops, and more
- **Marathon eHealth Portal:** the eHealth Portal is available for patients to schedule appointments, review test results, email with their provider team, and learn more about their health
- **Incentive Support:** implement incentive programs tailored to your population and provide materials to support completion of the program
- **Benefit Plan Design:** working with your benefit consultants, share best practices on medical benefits and incentive plans



- **Text and email appointment reminders:** when logging into the Marathon eHealth Portal, members can select their preferred communication method for appointment reminders
- **Participation in department meetings and open enrollment/new hire meetings:** our clinical team will join these meetings upon request to talk about Marathon Health services
- **Education events:** our clinical team will set up in a central location with education materials
- **Healthy Like Me:** learn directly from patients how Marathon Health has helped them get healthy. Members can share their story with Marathon Health for a chance to win $250

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WWW.MARATHON-HEALTH.COM

For more information about our engagement and communication programs, please contact:
info@marathon-health.com | 802.857.0400

Marathon Health Patient Experience Survey (PES)

Start of Block: Satisfaction (Virtual)

Q10.1 How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymous feedback, use our Comment Box at http://comment.marathon-health.com.)

- Very satisfied (5)
- Satisfied (4)
- Neutral (3)
- Dissatisfied (2)
- Very dissatisfied (1)

End of Block: Satisfaction (Virtual)

Start of Block: Comment Block (Virtual)

Display This Question:

If How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Satisfied

Or How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Very satisfied

Q11.1 Thanks! What went well with your encounter?

_____

_____

_____

_____

_____

Display This Question:

If How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Very dissatisfied

Or How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Dissatisfied

Q11.2 We're sorry you weren't satisfied. Please tell us why.(Please do not include personal health information. Your privacy is important to us. You can opt to be contacted to discuss your concerns in more detail.)

_____

_____

_____

_____

_____

End of Block: Comment Block (Virtual)

Start of Block: Question Block (Virtual)

Display This Question:

If How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Dissatisfied

Or How satisfied are you with your recent virtual care encounter? (If you prefer to provide anonymo... = Very dissatisfied

Q12.1 We care about your experience. A representative from Marathon Health may be contacting you to follow up.

- ○ It's OK to contact me. (1)
- ○ Please DO NOT contact me. (2)

Display This Question:

If PID Is Empty

Q12.2 Your name:

_____

Display This Question:

If PID Is Empty

Q12.3 What's the best way to reach you?

- [ ] Phone (with area code): (1) _____
- [ ] Email: (2) _____
- [ ] Text (with area code): (3) _____

Q12.4 Please tell us a bit more about your experience.

Q12.5 I felt comfortable using the virtual care service.

- ○ Strongly agree (5)
- ○ Agree (4)
- ○ Neutral (3)
- ○ Disagree (2)
- ○ Strongly disagree (1)

Q12.6 The virtual encounter adequately addressed my needs.

- ○ Strongly agree (5)
- ○ Agree (4)
- ○ Neutral (3)
- ○ Disagree (2)
- ○ Strongly disagree (1)

Q12.7 We're committed to providing an excellent healthcare experience. Please let us know if you have any suggestions that would improve your experience.

_____

_____

_____

_____

_____

Page Break

End of Block: Question Block (Virtual)

Start of Block: NPS (Virtual)

Q12.8 If the virtual care service were not available, where would you have gone for this visit?

- [ ] Primary care provider (PCP) (1)
- [ ] Retail clinic (for example, a pharmacy) (2)
- [ ] Specialist (3)
- [ ] Telemedicine or nurse hotline (4)
- [ ] Urgent care (5)
- [ ] Emergency room (ER) (8)
- [ ] A Marathon Health Clinic (9)
- [ ] EAP/Counseling (10)
- [ ] I would not have gotten care (6)
- [ ] Other (please specify) (7) _____

Q13.1 How likely are you to recommend our virtual care offering to a friend or co-worker?

- 0 (0)
- 1 (1)
- 2 (2)
- 3 (3)
- 4 (4)
- 5 (5)
- 6 (6)
- 7 (7)
- 8 (8)
- 9 (9)
- 10 (10)

Display This Question:

If If How likely are you to recommend our virtual care offering to a friend or co-worker? Is Promoter Is True

Q13.2 We love to share good experiences to promote this offering to other eligible members. May we use your comments (without your name or any identifying information)?

- Yes (1)
- No (2)

End of Block: NPS (Virtual)

Start of Block: Satisfaction Block

Q1.1 How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer to provide anonymous feedback, use our Comment Box at http://comment.marathon-health.com.)

- Very satisfied (5)
- Satisfied (4)
- Neutral (3)
- Dissatisfied (2)
- Very dissatisfied (1)

End of Block: Satisfaction Block

Start of Block: Rockford/Ortho Location

Display This Question:

If CNAME = Rockford

Or CNAME = OrthoIllinois

Q53 Which Marathon health center did you visit?

- City of Rockford Wellness Center (1)
- HealthWorks Employee Wellness Center (2)

End of Block: Rockford/Ortho Location

Start of Block: Comment Block

Display This Question:

If How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very satisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Satisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Neutral

Q2.1 Thanks! What went well with your visit?

_____

_____

_____

_____

_____

Display This Question:

If How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Dissatisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very dissatisfied

Q2.2 We're sorry you weren't satisfied. Please tell us why. (**Please do not include details about your illness or conditions**. Your privacy is important to us. You can opt to be contacted to discuss your concerns in more detail.)

_____

_____

_____

_____

_____

End of Block: Comment Block

Start of Block: Questions Block

Display This Question:

If How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Dissatisfied

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very dissatisfied

Q3.1 We care about your experience. A representative from Marathon Health may be contacting you to follow up.

- ○ It's OK to contact me. (1)
- ○ Please DO NOT contact me. (2)

Display This Question:

If PID Is Empty

And We care about your experience. A representative from Marathon Health may be contacting you to fol... = It's OK to contact me.

Q3.2 Your name:

_____

Display This Question:

If PID Is Empty

And We care about your experience. A representative from Marathon Health may be contacting you to fol... = It's OK to contact me.

Q3.3 What's the best way to reach you?

☐ Phone (with area code): (1) _____

☐ Email: (2) _____

☐ Text (with area code): (3) _____

Q3.4 Please tell us a bit more about your experience.

Q3.5 I felt welcome during the check-in process.

- Strongly agree (5)
- Agree (4)
- Neutral (3)
- Disagree (2)
- Strongly disagree (1)

Display This Question:

If CNAME != Briggs & Stratton

And If

ATYPEID != Orientation (30 minutes)

And ATYPEID != Fitness Assessment/Consult (30 minutes)

And ATYPEID != Personal Training (30 minutes)



Q3.6 The provider showed care and compassion.

- Strongly agree (5)
- Agree (4)
- Neutral (3)
- Disagree (2)
- Strongly disagree (1)

Display This Question:

If CNAME != Briggs & Stratton

And If

ATYPEID != Orientation (30 minutes)

And ATYPEID != Fitness Assessment/Consult (30 minutes)

And ATYPEID != Personal Training (30 minutes)

Q3.7 The provider adequately addressed my needs.

- Strongly agree (5)
- Agree (4)
- Neutral (3)
- Disagree (2)
- Strongly disagree (1)

Q3.8 We're committed to providing an excellent healthcare experience. Please let us know if you have any suggestions that would improve your experience.

_____

_____

_____

_____

_____

Page Break

Display This Question:

If CNAME != Briggs & Stratton

And If

ATYPEID != Orientation (30 minutes)

And ATYPEID != Fitness Assessment/Consult (30 minutes)

And ATYPEID != Personal Training (30 minutes)

Q3.9 If the health center (or Marathon Health services) were not available, where would you have gone for this visit?

- [ ] Primary care provider (PCP) (1)
- [ ] Retail clinic (for example, a pharmacy) (2)
- [ ] Specialist (3)
- [ ] Telemedicine or nurse hotline (4)
- [ ] Urgent care (5)
- [ ] Emergency room (ER) (8)
- [ ] I would not have gotten care (6)
- [ ] Other (please specify) (7) _____

End of Block: Questions Block

Start of Block: Appointment availability

Q4.1 I was able to get an appointment within two days.

- ○ Strongly agree (1)
- ○ Agree (2)
- ○ Neutral (3)
- ○ Disagree (4)
- ○ Strongly disagree (5)

Q4.2 How did you schedule your appointment?

- ☐ By phone (1)
- ☐ Online (in patient portal) (2)
- ☐ On my phone (through the Marathon Health app) (8)
- ☐ In person (3)
- ☐ Walk-in (no appointment) (4)
- ☐ Other (please specify) (5) _____

Display This Question:

If How did you schedule your appointment? = By phone

Q4.3 How satisfied were you with the process of scheduling an appointment by phone?

- Very satisfied (1)
- Satisfied (2)
- Neutral (3)
- Dissatisfied (4)
- Very dissatisfied (5)

Display This Question:

If How did you schedule your appointment? = Online (in patient portal)

Q4.4 How satisfied were you with the process of scheduling an appointment online?

- Very satisfied (1)
- Satisfied (2)
- Neutral (3)
- Dissatisfied (4)
- Very dissatisfied (5)

Display This Question:

If How did you schedule your appointment? = On my phone (through the Marathon Health app)

Q57 How satisfied were you with the process of scheduling an appointment in the Marathon Health app?

- Very satisfied (1)
- Satisfied (2)
- Neutral (3)
- Dissatisfied (4)
- Very dissatisfied (5)

Q4.5 How could we make it easier for you to schedule an appointment?

- Comment: (4) _____
- Don't know (5)

End of Block: Appointment availability

Start of Block: Briggs & Stratton Custom Questions

Q7.1 The trainer took time to understand my personal goals and needs.

- Strongly Agree (1)
- Agree (2)
- Neutral (3)
- Disagree (4)
- Strongly Disagree (5)

Q7.2 The trainer is professional and knowledgeable.

- Strongly Agree (1)
- Agree (2)
- Neutral (3)
- Disagree (4)
- Strongly Disagree (5)

Q7.3 The trainer is helping me meet my health goals.

- Strongly Agree (1)
- Agree (2)
- Neutral (3)
- Disagree (4)
- Strongly Disagree (5)

End of Block: Briggs & Stratton Custom Questions

Start of Block: How did you hear

Q5.1 Was this your first visit to the health center?

- Yes (1)
- No, I've been before (2)

Display This Question:

If Was this your first visit to the health center? = Yes

Q5.2 How did you hear about the health center? (Check any that apply.)

- [ ] New hire orientation (1)
- [ ] Benefit information (2)
- [ ] Incentive program (9)
- [ ] Staff meeting or manager (3)
- [ ] Poster or flier at work (4)
- [ ] Special event (e.g. mass screenings) (8)
- [ ] Home mailing (5)
- [ ] Someone told me about it (6)
- [ ] Referral (from where?): (10) _____
- [ ] Other (please specify): (7) _____

Q5.3 What's the best way to let other eligible members know about the health center?

- [ ] Comment: (4) _____
- [ ] Don't know (5)

End of Block: How did you hear

Start of Block: NPS Block

Q8.1 How likely are you to recommend ${e://Field/HealthCenterLabel} to a friend or co-worker?

- 0 (0)
- 1 (1)
- 2 (2)
- 3 (3)
- 4 (4)
- 5 (5)
- 6 (6)
- 7 (7)
- 8 (8)
- 9 (9)
- 10 (10)

End of Block: NPS Block

Start of Block: Share Block

Display This Question:

If If How likely are you to recommend ${e://Field/HealthCenterLabel} to a friend or co-worker? Is Promoter Is True

Or How satisfied are you with your recent visit to ${e://Field/HealthCenterLabel}? (If you prefer t... = Very satisfied

Q9.1 We love to share good experiences to promote Marathon Health services to other eligible members. May we use your comments (without your name or any identifying information)?

- Yes (1)
- No (2)

End of Block: Share Block

2019 Annual Customer Survey

* Marathon Health is always striving to provide more value to its customers. Thank you for your feedback! We will use it to serve you better.

Name:

Company (required):

What is your overall impression of Marathon Health, based on your experience? What are our strengths and opportunities for improvement?

How likely are you to recommend Marathon Health to a friend or colleague at another organization?
10=Extremely likely 5=Neutral 1=Not at all likely

10	9	8	7	6	5	4	3	2	1
○	○	○	○	○	○	○	○	○	○

If you answered less than a 10, how can we make you more of a raving fan?

2019 Annual Customer Survey

Rate our service

The following 14 questions ask you to reflect on particular areas of our partnership. Your thoughtful responses are very important to us. We welcome your comments in the text box at the end of this section.

	Strongly agree	Agree	Neutral	Disagree or strongly disagree	N/A
Marathon Health understands my organization and accommodates our unique needs.	○	○	○	○	○
Marathon Health and my organization are well-aligned in terms of goals and values.	○	○	○	○	○
Senior leaders at my organization are convinced of the value of the employee wellness program.	○	○	○	○	○
My Account Manager is responsive and adept at solving problems, communicating, and providing strategic direction.	○	○	○	○	○
Marathon Health is engaging members of my organization with a focus on wellness.	○	○	○	○	○
The clinical team provides high-quality care.	○	○	○	○	○
The clinical team takes an active role in ensuring the success of the program.	○	○	○	○	○
The reports I receive give me the information I need about how the program is working.	○	○	○	○	○

	Strongly agree	Agree	Neutral	Disagree or strongly disagree	N/A
The eHealth Portal is effective and beneficial to the members of my organization.	○	○	○	○	○
Communication materials including mailings, posters, and program promotions help drive utilization of Marathon Health's services.	○	○	○	○	○
Health promotion and education programs (e.g. lunch & learns) are interesting and beneficial to the members of my organization.	○	○	○	○	○
Marathon Health technology capabilities are meeting the needs of my organization.	○	○	○	○	○
Marathon Health monthly invoices are clear and the billing/payment process is convenient.	○	○	○	○	○
The IT team is responsive and knowledgeable, and provides timely and high quality customer service related to file exchanges, center infrastructure, etc.	○	○	○	○	○

Please feel free to explain any of your answers or tell us how we can serve you better.

2019 Annual Customer Survey

Almost done!

Marathon Health has six core values that guide our interaction with customers, patients, and one another. We strive to exemplify a healthy lifestyle. Please rate the frequency with which you see our employees (clinicians, account managers, executives, etc.) demonstrate these values.

	Always	Regularly	Occasionally	Never	No basis to judge
Integrity	○	○	○	○	○
Compassion	○	○	○	○	○
Respect	○	○	○	○	○
Exceptional Service	○	○	○	○	○
Teamwork	○	○	○	○	○
Living the mission (i.e. modeling healthy behavior)	○	○	○	○	○

Any specific examples or further comments on core values?

What remains your biggest challenge with regard to the well-being of your organization?

Marathon Health Questionnaire

Personal Information

Name: (First) _____ (M) _____ (Last) _____

Date: _____ Email: _____

Best number to reach you: _____ ☐ Home ☐ Work ☐ Cell (mobile)

Do you have a primary care provider? ☐ No ☐ Yes, name: _____ Ph _____

I. Personal/Demographics

1. Date of Birth: _____ (mm/dd/yyyy)

2. Sex:

- ☐ Female
- ☐ Male
- ☐ Other

II. General Health

1. In general, I describe my health as:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Fair
- ☐ Poor

2. In general, are you satisfied with your life?

- ☐ Yes
- ☐ No
- ☐ Partly

3. What is the current level of stress in your personal life (social, family, financial, health, etc.):

- ☐ Low
- ☐ Medium
- ☐ High

4. What is the current level of stress in your work life (includes volunteer and work in the home):

- ☐ Low
- ☐ Medium
- ☐ High

5. During the past year, has stress impacted your health or wellbeing (for example, frequent illnesses, physical pain, not enough sleep, etc.)?

- ☐ No impact on my health
- ☐ Hardly any impact on my health
- ☐ Some impact on my health
- ☐ A lot of impact on my health

6. Do you feel that you cope well with stress?

- ☐ Yes, most of the time
- ☐ Yes, some of the time
- ☐ No, rarely cope well with stress

7. Select all that apply regarding your sleep:

- ☐ I have a hard time falling asleep or staying asleep
- ☐ I have restless sleep
- ☐ I have a tendency to easily doze off or fall asleep during the day
- ☐ I have been told or know that I snore
- ☐ I have no issues with my sleep

8. How many hours of sleep do you get on average each night?

- ☐ 7 hours or more
- ☐ 6 hours
- ☐ 5 hours or less

Marathon health® For life.

III. Employment

1. Current employment status:

- ☐ I am employed or volunteer outside of the home
- ☐ I have no regular paid or volunteer work
- ☐ I am retired

2. Are you satisfied with your current job?

- ☐ Yes
- ☐ No
- ☐ Partly
- ☐ Not employed outside of the household

3. During the past 3 months, have you had trouble concentrating or doing your best at work because of stressors or personal reasons in your life?

- ☐ Not at all
- ☐ Sometimes
- ☐ A lot/frequently
- ☐ Not employed outside of the household

4. In the last year, how many days have you missed from work or regular activity due to illness?

- ☐ None or not applicable
- ☐ 1 to 2 days
- ☐ 3 to 4 days
- ☐ 5 or more days

IV. Medical Health History

1. Select any health conditions you have ever been diagnosed with by a healthcare provider.

- ☐ Sleep apnea
- ☐ Asthma
- ☐ Chronic bronchitis
- ☐ Chronic obstructive pulmonary disease (COPD)
- ☐ Hypertension (high bood pressure)
- ☐ Stroke
- ☐ Heart attack
- ☐ Heart failure
- ☐ Angina
- ☐ Coronary artery disease/heart disease
- ☐ Acid reflux/heartburn (GERD)
- ☐ Colon polyps
- ☐ Diabetes (type 1 or type 2)
- ☐ High cholesterol
- ☐ Rheumatoid arthritis
- ☐ Osteoarthritis
- ☐ Depressive disorder (major depression, bipolar disorder, or dysthymia)
- ☐ No known medical issues

V. Medications & Allergies

1. Are you taking any prescription medications?

☐ Yes ☐ No

2. Are you taking any over-the-counter medications?

☐ Yes ☐ No

3. Are you allergic to any medications?

☐ Yes ☐ No

VI. Eating Habits and Nutrition

1. What is the average number of fast food meals that you eat per week?

- ☐ 4 or more times a week
- ☐ 2 to 3 times a week
- ☐ Once a week or less/none

2. On average, how many servings of fruits and vegetables do you eat each day (one serving is 1 cup fresh, 1/2 cup cooked, or 1 medium size fruit)?

- ☐ 6 or more servings
- ☐ 4 to 5 servings
- ☐ 2 to 3 servings
- ☐ 1 serving or less/none

3. On average, how many 8 oz. glasses (1 cup) of water do you drink each day?

- ☐ 6 or more
- ☐ 3 to 5
- ☐ 1 to 2
- ☐ None

4. On average, how many soda and sugary beverages (8-12 oz. per serving) do you drink each day?

- ☐ 5 or more
- ☐ 2 to 4
- ☐ One or none

VII. Exercise and Physical Activity

1. In a typical week, how often do you participate in MODERATE activities (causes small increases in breathing or heart rate) for AT LEAST 30 minutes such as brisk walking, bicycling at a regular pace, or gardening?

- ☐ 1 - 2 days
- ☐ 3 days
- ☐ 4 - 5 days
- ☐ 6 - 7 days
- ☐ I don't typically do any moderate exercise

2. In a typical week, how often do you participate in VIGOROUS activities (causes large increases in breahting or heart rate) for AT LEAST 20 minutes such as running, cross country skiing, aerobics, fast bicycling, or heavy lifting?

- ☐ 1 - 2 days
- ☐ 3 days
- ☐ 4 - 5 days
- ☐ 6 - 7 days
- ☐ I don't typically do any vigorous exercise

VIII. Substance Use

Tobacco Use:

1. Have you ever used tobacco products or e-cigarettes?

☐ Yes ☐ No

2. Do you currently smoke tobacco (cigarettes, cigars, pipes, light cigarettes)?

- ☐ Yes
- ☐ Yes, but only under certain circumstances like social occasions
- ☐ No

3. If you currently or have smoked in the past, on average, how many cigarettes, cigars, etc. per day?

_____

4. If you currently or have smoked in the past, for how many years? _____

5. If you have smoked tobacco products, how long has it been since you quit smoking?

- ☐ Not applicable
- ☐ Less than 6 months
- ☐ 6 months to 11 months
- ☐ 12 months to 23 months
- ☐ 2 to 14 years
- ☐ 15 or more years

6. Do you currently use smokeless tobacco (such as e-cigarettes, chewing tobacco, snuff)?

☐ Yes ☐ No

7. If you have used smokeless tobacco, how long has it been since you quit using smokeless tobacco (such as e-cigarettes, chewing tobacco, snuff)?

- ☐ Not applicable
- ☐ Less than 6 months
- ☐ 6 months to 11 months
- ☐ 12 months to 23 months
- ☐ 2 to 14 years
- ☐ 15 or more years

Alcohol Use - in the Past Year

8. How often do you have a drink containing alcohol?

- ☐ Never
- ☐ Monthly or less
- ☐ 2 to 4 times a month
- ☐ 2 to 3 times a week
- ☐ 4 or more times a week

9. How many drinks containing alcohol do you have on a typical day when you are drinking?

- ☐ 1 or 2
- ☐ 3 or 4
- ☐ 5 or 6
- ☐ 7, 8, or 9
- ☐ 10 or more

10. How often do you have 6 or more drinks containing alcohol on one occasion?

- ☐ Never
- ☐ Less than once a month
- ☐ Monthly
- ☐ Weekly
- ☐ Daily

11. General thoughts about alcohol. Select all that apply:

- ☐ Have felt I should cut back on my drinking
- ☐ Have been annoyed when people criticize my drinking
- ☐ Have felt guilty about my drinking
- ☐ Have used alcohol first thing in the morning to steady my nerves or get rid of a hangover (eye-opener)
- ☐ None of these apply to me

IX. Safety and Exposures

1. How often do you wear a seatbelt in a motor vehicle?

- ☐ Always
- ☐ Sometimes
- ☐ Rarely or never

2. In the past 6 months, how often have you operated a vehicle under the influence of drugs or alcohol?

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Frequently

3. In the past 6 months, how often did you ride with a driver who was under the influence of drugs or alcohol?

- ☐ Never
- ☐ Rarely
- ☐ Sometimes
- ☐ Frequently

4. How often do you protect your skin from sun exposure when outside? (For example, sunscreen with a SPF 15 or higher and/or protective clothing)

- ☐ All of the time
- ☐ Most of the time
- ☐ Some of the time
- ☐ Rarely or never

5. Do you use safe sexual practices to prevent unintended pregnancies and sexually transmitted infections? (If you are not sexually active or have one monogamous partner, then answer "not applicable")

- ☐ Always
- ☐ Sometimes
- ☐ Rarely or never
- ☐ Not applicable









Health Promotion and Education Catalog

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For life.

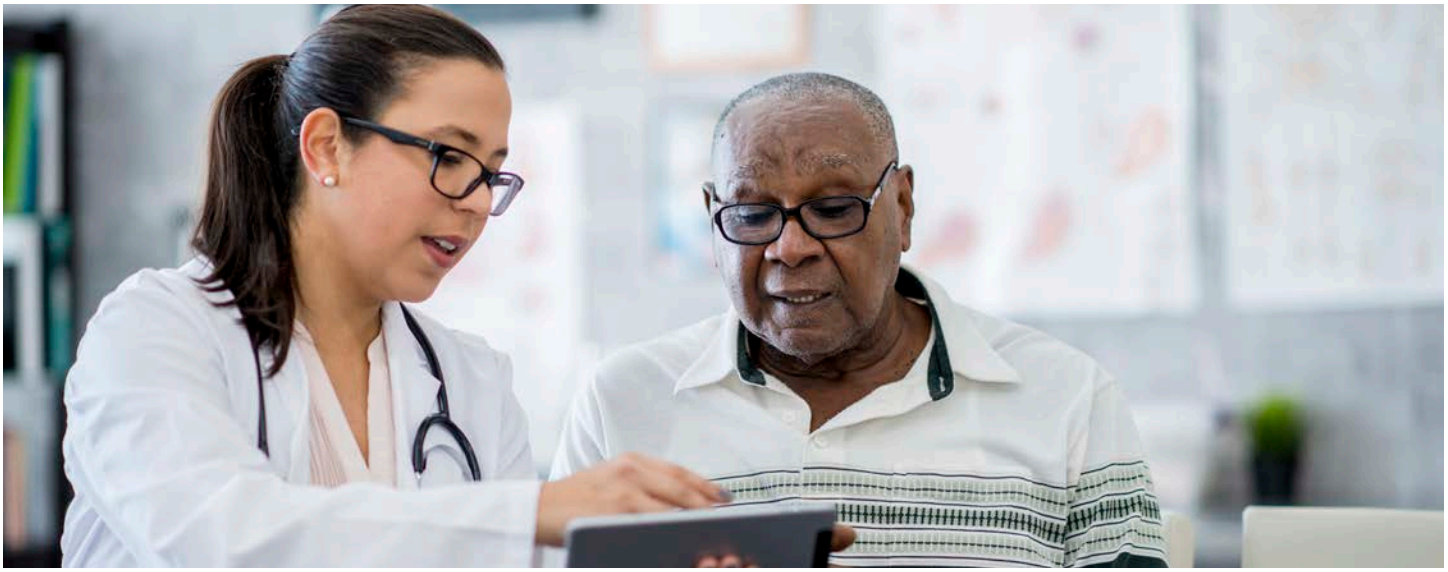

Table of Contents

Getting Started 3

All Programs, Organized by Risk Factor/Topic 4

About Marathon Health, Cancer, Cardiovascular, Chronic Conditions 4

Diabetes, Financial Wellbeing, Family Matters, Healthy Aging 5

Healthy Bodies, Healthy Eating 6

Healthy You, Mental Health, Obesity 7

Seasonal, Tobacco Cessation Programs, Workplace Health 8

Program Descriptions 9

Blank Calendar 20

Getting Started

As an organization partnering with Marathon Health, you know personal health is a priority. Employees spend at least one third of their day at the worksite, which provides us an excellent opportunity to promote healthy living. These programs show your members how to stay healthy, and motivate them to take an active role in their health.

A toolkit is provided to the Marathon Health Clinical Team, which includes:

- Powerpoint presentation with notes for the speaker
- Customizable 8.5" x 11" flyer to promote program (electronic version)
- If applicable, handouts for the presentation
- Employee evaluation

Teaching materials and promotional items are customized for other programs we provide, including group programs and weekly challenges.



Participating Client Responsibilities

Our clients are responsible for reserving the room (determine a date and time with the clinical team and account manager) and promoting the program. Marathon Health will provide you with a customizable flyer that can be printed and posted onsite as well as emailed to your population. For education programs, pre-registration is not required but encouraged as we have found it increases attendance. We also recommend promoting the program at least two weeks in advance through multiple channels.



Increasing Participation

Participation can vary from program to program. Below are a few examples of ways to increase participation:

- Provide healthy food, snacks and beverages
- Offer a raffle prize to participants
- Offer a small trinket to participants
- Lead by example – have leadership participate and share experiences
- Allow employees to attend/participate on work time

If you would like to further discuss how to increase participation at your events, please work with your account manager.

Available Offerings

All of the offerings listed on the following pages are available to you, organized by risk factor/topic. At the end of this document, we have included a description you can use to further understand the topic and promote the event at your organization. If there is a topic your organization would like to offer but is not listed, please work with your account manager and we can determine the next steps.

Programs by Risk Factor/Topic

About Marathon Health

These sessions will help patients understand the benefits of having Marathon Health working with their company.

- Introduction to Health Apps – Exercise and Nutrition
- Learning the Marathon eHealth Portal
- Tell a Friend
- Tour the Marathon eHealth Portal
- Wellness Rewards Challenge
- What is Health Coaching?

Cancer

Being diagnosed with cancer can be scary and overwhelming. These sessions provide clear direction, awareness, and education by providing next steps after diagnosis.

- Breast Cancer Prevention
- Cancer Awareness and Prevention
- Skin Cancer Awareness and Prevention

Cardiovascular

The following sessions explore cardiovascular health – including high blood pressure, screening, and cardiovascular disease. Participants will learn about their conditions and heart health.

- All About Cholesterol
- Blood Pressure Screening Checks
- Cardiovascular Disease
- Getting a Grip on High Blood Pressure
- Heart Failure
- Heart Health
- High Blood Pressure
- High Cholesterol
- Know Your Numbers
- Spring into Heart Health

Chronic Conditions

Chronic conditions range from allergies to metabolic syndrome. These sessions help inform you of what you or someone you know is going through and how to manage a diagnosis.

- Allergies
- Arthritis Awareness
- Asthma Awareness
- Bless You – Reduce Your Risk for Allergies
- COPD
- Feeling the Burn? GERD Awareness
- Headaches
- Heartburn
- More than Just a Headache (Migraines)
- Osteoporosis
- S.P.A.R.K. Total Health Program
- Tension Headaches
- X Factor – Metabolic Syndrome

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
Education Session (45 – 60 min) · 10 Minute Meeting Presentation · eHealth Portal Workshop
Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Diabetes

Diabetes is an important topic to cover because without learning how to live with this condition, it can lead to more health problems like heart disease and end-stage renal disease. Finding out how to take care of yourself or someone you know with diabetes can help prolong life.

- Diabetes Prevention Program (DPP)
- Diabetes Self-Management Education (DSME)
- Diabetes (Type II)
- Stick a Fork in Diabetes

Financial Wellbeing

Finances are a common source of stress in individuals today, and can often be hard to manage. Learn how to get financially fit and stay that way with the following sessions.

- Get Financially Fit
- Financial Wellness

Family Matters

Your family's health is vital because the people you spend your time with impact your personal wellbeing. These sessions cover different aspects of having a healthy family life.

- Healthy Family Program
- Healthy Relationships
- Kids Health Program – Healthy Eating and Physical Activity
- The Bond between Baby and You

Healthy Aging

As we age, our bodies and health endure many changes. Learn about the different impacts aging has on males and females and how to best care for aging people in your life.

- Advanced Directives
- Alzheimer's Awareness
- Arthritis Awareness
- Caring for Aging Relatives
- Healthy Aging
- Men's Health
- Preventative Health – Female
- Preventative Health – Male
- Seasons of Life – Women's Edition: Menopause
- Senior Health
- Women's Health

Healthy Bodies

Physical activity is a big contributor to overall health, but are you exercising efficiently and effectively? These sessions cover different ways to make sure you are getting the right amount and type of activity you need. Physical health is important to keep your body functioning and able to perform.

- Drop-In Walking Program
- Exercise
- Fit Exercise into Your Life
- Fitness at Any Age
- Fitness Fallacies
- Getting the Most Out of Your Workout
- Intro to Strength Training
- Ready, Set, Go Physical Activity Portal Challenge
- Step Portal Challenge
- Sports Injuries and Prevention
- Things I Wish I Knew Before My First Race

Healthy Eating

Eating healthy not only keeps our weight in check, but also fuels our bodies with the proper nutrients and energy to be able to function. These sessions cover different things to consider while trying to eat the healthiest you can and how to avoid unhealthy dieting.

- All About Gluten
- Carbohydrate Counting 101
- Cooking Program
- FAD Diets
- Food Labels and Calories
- Functional Foods
- Grocery Store Tours
- Healthy Cooking 101
- Healthy Eating with a Busy Schedule
- Healthy Meal Planning
- Hydration Portal Challenge
- Mindful Eating **NEW - FEBRUARY 2020**
- Nutrients and Serving Sizes
- Plant Based Diets
- Portion Control and Healthy Substitutions
- Rate My Plate Mini-Series
- Rethink Your Drink
- Serving Sizes
- Smart and Healthy Grocery Shopping
- Sodium Content of Food
- The Building Blocks of Protein
- What Healthy Eating Means to Me

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Healthy You

Your health and wellness go hand in hand. Learn how to be your healthiest self through these sessions that cover topics from goal setting to preparing for a medical appointment.

- 10 Tips for Today
- 15 Healthy Habits
- Are You Ready? (Emergency Preparedness)
- Complete Wellness Program
- Finding Hobbies
- Getting Your Best Nights Sleep **NEW**
- Healthy Habits
- Living a Greener Life
- Medication Management
- Passport to Health and Wellness
- Personal Goal Setting
- Plan for Health
- Preparing for Your Medical Appointment
- Preserving the Power of Antibiotics
- Roadmap to Wellness
- Self-Care
- Sleep
- Sleep Hygiene Portal Challenge
- Taking Charge of Your Health
- Well You

Mental Health

Mental health is important because it impacts so many other parts of your life, and isn't as visible as a physical condition. The following sessions shine a light on the meaning of mindfulness and how to keep your mental state healthy.

- Alcohol Abuse and Addiction
- Anxiety
- Are You Stressed?
- Being Mindful in a Busy World
- Building Resiliency – Stress Management
- Depression
- De-stress When You are Maxed Out **NEW - SEPT 2020**
- Drug Abuse
- Healthy Mind – Individual Coaching Program **NEW - DECEMBER 2020**
- Intro to Mindfulness
- Mental Fitness
- Shining Light on Hidden Conditions
- Unplug to Re-Charge **NEW - JUNE 2020**

Obesity

Obesity is a rising epidemic in the US, and can lead to multiple health problems. These sessions explore how to control your weight, learn portion sizes, and understand what you are putting into your body.

- Achieving a Healthy Weight
- Healthy Snacking
- Keeping Your HEC in Check (Hunger, Energy, Cravings)
- Kids Healthy Body – Individual Coaching Program **NEW**
- Meal Planning
- Maintain, Don't Gain Portal Challenge
- Portion Control, Part 2
- The Not So Sweet Side of Sugar
- The Winning at Losing Portal Challenge
- Weigh to Go

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Seasonal

Holidays and changing seasons can make it hard to navigate healthy eating and exercise. Learn how to live your happiest and healthiest throughout the whole year in the following sessions.

- Healthy BBQ
- Healthy Holiday Eating
- Healthy Holidays
- Holiday Stress
- Lyme Disease
- Maintaining a Healthy Weight During the Holidays
- Summer Fun in the Sun (Summer Safety)

Tobacco Cessation Programs

Want to quit but don't know how? Learn how to stop smoking today with the following sessions.

- Tobacco Cessation
- Tobacco Cessation Group Program

Workplace Health

Staying healthy in the workplace is key to keeping a productive and comfortable environment.

- Beat the Common Cold
- Elevator Campaign
- Healthy Eating on the Go
- Ladder to Health NEW
- More than Just a Sweat – Preventing Heat Related Injury in the Workplace
- My Aching Back (Back Health)
- School's Out NEW
- Serve and Protect
- Strength Training from Home or the Workplace
- Shoo the Flu – Flu Awareness
- Time Management
- Walking Around the Office/Campus/School
- Wellness in the Workplace
- What's In Your Lunchbox?
- Work Smarter, Not Harder

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Program Descriptions

10 Tips for Today
Live your life well! The world is a busy place where people face a lot of challenges. Learn 10 easy tips that you can do today to help you live a better life, including taking time for yourself and celebrating successes.

15 Healthy Habits
Learn 15 simple habits that lead to a healthier life. You may be surprised at how many you are already doing. Areas include good nutrition, physical activity, and overall wellbeing. We will also share examples of how to add these habits to your daily routine.

Achieving a Healthy Weight
BMI, body fat percentage, numbers on a scale. What does this all mean? In this session, we will review what a healthy weight is and how to get there. Other areas include portion control, physical activity, and reducing your caloric intake.

Advanced Directives
Advanced directives are legal documents that allow you to spell out your wishes around end-of-life care. Done ahead of time, these directives generally include a living will and a durable power of attorney for healthcare decision making. You will learn about the importance of naming a healthcare proxy who is trusted to make decisions on your behalf. In this session, learn more about these documents and how you can be prepared for the future.

Alcohol Abuse
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

All About Cholesterol
We will help you understand the difference between LDL and HDL cholesterol and ways to achieve or maintain healthy cholesterol levels.

All About Gluten
What is gluten? Should you avoid it by going gluten-free? In this session, we will discuss the facts about gluten, including what it is and what foods it's found in, define celiac disease, gluten intolerance and sensitivity, and the importance of a balanced diet.

Allergies
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Alzheimer's Awareness
One in eight older Americans has Alzheimer's disease. Learn more about this disease, how it differs from dementia, how infections play a role, and ways to reduce your risk. We will also review early onset Alzheimer's disease and 10 warning signs to look out for.

Anxiety
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Are You Ready? (Emergency Preparedness)
Get ready! Learn what you need to have in your house in the event of an emergency. We hear about how people have been impacted by a natural disaster and were not ready. A natural disaster can range from losing power, snow storms, tornados, hurricanes, and much more. Note, September is National Preparedness Month.

Are You Stressed?
Everyone has some form of stress these days. We will discuss the three types of stress, how our bodies respond to stress, and most importantly, some simple techniques to reduce your stress levels. Join us for a relaxing session.

Arthritis
Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Arthritis Awareness
Arthritis is inflammation in your joints. Joint pain and stiffness are the most common symptoms. Learn more about the different types of arthritis, risk factors, and ways to protect yourself against arthritis. This seminar is open to anyone who has arthritis, has a loved one with arthritis, or just would like more information on the topic.

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Education Session (45 – 60 min) · 10 Minute Meeting Presentation · eHealth Portal Workshop
Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Asthma

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Asthma Awareness

Do you know someone with asthma? A recent survey showed that nearly four out of five Americans either have asthma or know someone who does. More than 31 million Americans have been diagnosed with asthma in their lifetime. In this session, you will learn about asthma, how to recognize symptoms, identify possible triggers for asthma attacks, and develop an asthma action plan.

Back Pain

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Beat the Common Cold

Don't go outside with your hair wet. Sneeze into your elbow, not your hands. Myths? Facts? In this discussion, learn what you can do to reduce your risk of catching a cold and ways to minimize the symptoms.

Being Mindful in a Busy World

Mindfulness means intentionally or purposefully giving attention to the current moment. Studies have shown practicing mindfulness can reduce stress, increase focus, improve your working memory, and much more. During this four-week series, we will explore practical techniques to manage the stressors of life and develop peaceful habits for healthy living.

Bless You – Reduce Your Risk for Allergies

Allergies can vary from person to person and can be minor or life-threatening. Learn about how to reduce your risk for allergies and what treatments are available.

Blood Pressure Screening Checks

Our clinicians will take their services to you! Blood pressure screenings are a great checkpoint for everyone. The team will set up a table in a central location (cafeteria, break room, etc.) and will have a quiet place to take a blood pressure. Educational materials are provided to participants as well as a tracking card.

Breast Cancer Prevention

Are you seeing pink? Breast cancer, while most common in women, can also affect men. Learn about breast cancer including risk factors, current screening guidelines, and signs and symptoms that you should look out for. Treatment options will also be discussed.

Building Resiliency – Stress Management

Are you interested in learning how to better cope with stress and adversity? You don't have to do it alone. The 12-week Building Resilience Workshop series offers you an opportunity to:

- learn and practice effective stress management techniques,
- support others in their efforts, and
- be supported in yours.

Information will be shared on how to better manage your time, improve your wellbeing, and increase quality of life. Through these techniques, you will learn your stress triggers and your behavior patterns, and you will develop a personalized plan to better cope with stress.

Cancer Awareness and Prevention

Nearly 12 million Americans are affected by cancer as stated by the American Cancer Society. Join us for the Cancer Awareness and Prevention Lunch and Learn, and we'll help you understand what lifestyle behaviors can reduce your risk for cancer.

Carbohydrate Counting 101

There are a variety of factors that affect blood sugar. During this workshop, learn more about how to manage diabetes with the food you eat. The focus of this workshop will be carbohydrate counting and learning proper portion sizes to reach your health goals.

Caring for Aging Relatives

Life expectancy continues to increase each year and with that often comes the responsibility of taking care of older family and friends. We will review a variety of areas that include legal documents to have in place, options for care, and taking care of yourself so you can take care of others.

Cardiovascular Disease

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Complete Wellness Program

An eight-week challenge for people to focus on a health goal while utilizing health coaching services. Participants must set a personal health goal and complete a minimum amount of coaching visits. A corresponding education session is available on motivation.

Cooking Program

Whether you have a teaching kitchen or not, this session is for you! The clinical team will provide healthy cooking classes at your site. As long as we have an electrical outlet, we can cook!

COPD

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Depression

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

De-stress When You are Maxed Out

NEW - SEPTEMBER 2020 Join us for this group program and learn ways to prioritize your own health and happiness. Topics include healthy coping, hobbies, time management, and social support. Practical tips and tools discussed for juggling your home and work life.

Diabetes Prevention Program (DPP)

Multi-week program available, additional provider training and communications are required. Please speak with your account manager for more information.

Diabetes Self-Management Education (DSME)

Multi-week program available, additional provider training and communications are required. Please speak with your account manager for more information.

Diabetes (Type II)

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Drop-In Walking Program

Our health center staff will provide informal walking groups at set times during the week. The staff will find a safe walking route for a group to use.

Drug Abuse

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Elevator Campaign

Choosing the stairs instead of the elevator is a quick way for people to add physical activity to their day. This package will allow you to create a campaign to encourage employees to take the stairs and provide motivational signs for the stairways.

Exercise

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

FAD Diets

Looking to make healthier food choices or manage your weight through nutrition? Join us for this Education Session and we'll discuss current nutrition recommendations and why most fad diets don't work. This informative session includes an interactive discussion.

Feeling the Burn? GERD Awareness

Gastroesophageal reflux disease (GERD) is a chronic digestive disease that affects the stomach and esophagus. We will review the signs and symptoms, the risk factors, and how to treat GERD.

Financial Wellness

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Finding Hobbies

This discussion will talk about other ways to achieve wellness beyond diet and exercise. Topics include incorporating hobbies into your lifestyle, connecting with the community, and more!

Fitness at Any Age

Being active can help prevent and man-age chronic conditions. Join us for this informative seminar that discusses exercise recommendations, unstructured and structured activity as well as age-related muscle loss.

Fit Exercise into Your Life

How many times have you thought or said, "I don't have time to exercise." We can prove you wrong. You will jump with excitement as we tell you how!

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Fitness Fallacies

Interested in learning about the latest exercise trends vs. fitness fallacies? In this session, we'll discuss current exercise recommendations and debunk common exercise myths. We will also talk about how to get the most out of your workouts. This informative session will include an interactive discussion.

Flu

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Food Labels and Calories

Food labels can be difficult to understand. Bring your favorite food with you (that has a food label) and we will show you how to read all the information provided on the container. After reviewing the label, we will break down the amount of calories you need each day and provide a sample menu.

Functional Foods

Functional foods are foods that potentially provide health benefits beyond basic nutrition. Oatmeal, as an example, is a functional food because it naturally contains soluble fiber that can help reduce cholesterol. Another example is fortified orange juice. In this session, we will identify functional foods in each food group and how to incorporate them into your diet.

Get Financially Fit

The news is filled with financial advice and information about what is happening with the economy. Learn three things you can implement today to save money and reduce your financial stress. This will include information on Health Savings Accounts (HSA).

Getting a Grip on High Blood Pressure

This four-week, interactive series will provide support and information to help you manage your blood pressure. Topics include sodium in food, exercising with high blood pressure, stress reduction, and more.

Getting the Most out of Your Workout

Finding time for exercise can be a challenge. In this discussion, we will review the benefits of exercise as well as what you can do during your workout to get the best results for your efforts.

Getting Your Best Nights Sleep

Are you getting enough sleep? Each person needs a different amount. Simple changes in your daily habits can help you achieve optimum sleep at night. Come learn what you can do to optimize your sleep habits!

Grocery Store Tours

Our clinical team will organize a grocery store tour to highlight the healthy foods in the store near you. Grocery stores design their shelves and displays to encourage you to buy a variety of foods. We will teach you the tips and tricks to shop healthy!

Headaches

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy Aging

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy BBQ

Cookouts can be a great way for family and friends to spend time outside. During this session we will talk about food substitutions, summer drinks, and grilling safety.

Healthy Cooking 101

So you're ready to improve your food choices but you feel the kitchen is a bit intimidating. Join us as we discuss a few basic cooking techniques, tools, and bare essentials to keep in your fridge and your pantry at all times. We'll even throw in a few simple and tasty recipes.

Healthy Eating

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy Eating on the Go

Travel a lot for work? Learn tips and tricks for how to eat the best choices in the shortest time!

Healthy Eating with a Busy Schedule

Always on the go and never prepared for the next meal? Learn simple techniques to plan ahead and make the healthy choice the easy choice.

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Healthy Family Program

Living a healthy lifestyle is an ongoing journey involving planning and support. When families lock arms and decide to adopt healthy habits, such as eating well and exercising, it becomes a family affair. This program includes interactive group sessions and family health coaching visits designed to educate families about healthy eating and exercise to empower them to develop and implement their own personalized family wellness plans.

Healthy Habits

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Healthy Holidays

Holidays can be a stressful time of year as tempting foods are all around us. During this session we will talk about food substitutions, healthy holiday drinks, and more!

Healthy Holiday Eating

With the holidays quickly approaching, join us to learn more about how you can maintain your health during these winter months. Learn how to eat healthy at holiday parties, how to incorporate exercise into your shopping trips, and tips to manage holiday stress. This informative session will include an interactive discussion, activity, and information to take with you to make sure you have what you need to manage this important health indicator.

Healthy Meal Planning

Learn how to map out your meals each week for easy dinner solutions. You may even save money by doing so!

Healthy Mind Program

NEW - DECEMBER 2020 These one-on-one sessions are aimed at covering a variety of topics related to mental health and stress management. Topics include finding support, healthy coping, resources, sleep health, and more.

Healthy Relationships

Find out what constitutes a healthy relationship and the things you need to keep a relationship healthy. Learn tools and skills to get relationships back on track.

Healthy Snacking

Incorporating healthy snacks into your day can keep you energized and help maintain a healthy weight. During this session we will learn how to plan healthy snacks and share recipes.

Heart Health

Come celebrate Heart Health with a program designed to educate participants on heart disease and lifestyle choices that could decrease their risk.

Heart Failure

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Heart Burn

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

High Blood Pressure

According to the Center for Disease Control (CDC), over 30 percent of Americans are affected by high blood pressure and it is estimated to cost over $75 billion a year in healthcare services, medications, and missed days of work. This lunch and learn will educate participants on the risk factors for high blood pressure and guide them to develop a plan to reduce their risks.

High Blood Pressure

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

High Cholesterol

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Holiday Stress

Love them or hate them, the holidays are here. Come to this holiday stress reducing education session and you'll get 10 tips to help you enjoy this holiday season! Take this time for yourself, enjoy a fun activity, and learn tips to enjoy the holiday season.

Hydration Portal Challenge

Are your members getting the recommended 64 ounces of water each day? Participants will self-report their daily ounces of water intake in the portal.

Intro to Strength Training

Did you know everyone can benefit from strength training? Learn how to start incorporating strengthening exercises into your day or your workout routine.

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Intro to Mindfulness

Mindfulness is gaining more and more popularity as numerous physical and psychological benefits of mindfulness techniques are becoming known. Join us for this interactive, introductory session where we will discuss the benefits of mindfulness and practice various activities.

Introduction to Health Apps – Exercise

Are you ready to start working out, but unsure of what to do? Or maybe you're tired of the same workout routine that you've been doing for weeks. During this workshop, we will explore several workout apps to aid you on your fitness journey.

Introduction to Health Apps – Nutrition

Smart phone apps can help you learn about your body's energy management by tracking intake and output. Join us for this wellness workshop as we explore and compare the popular nutrition and activity tracking smart phone apps, MyFitnessPal and Fooducate. Download these free apps prior to the workshop to follow along with us.

Keeping Your HEC in Check (Hunger, Energy, Cravings)

Do you ever crave certain foods or experience ups and downs in your energy level throughout the day? The reasons why you might be experiencing one or both of those feelings can be tricky to pinpoint. During this session, we'll explore factors that directly affect your hunger, energy, and cravings. Once you learn what you're up against, we'll discuss healthy eating tips to help you stay in control.

Kids Health Program – Healthy Eating and Physical Activity

This four-week challenge will encourage kids to learn about the foods they are eating and promote physical activity. Each week focuses on a different area of healthy eating and activity including food labels, serving sizes, and eating the recommended fruits, vegetables, and dairy products. Other related topics include eating healthy to stay active and drinking enough water. At the end of the four weeks, the child can turn in their packet to the onsite health center.

Kids Healthy Body Program

NEW Ten session program aimed at covering a variety of topics related to childhood obesity and kids' healthy weights. These sessions are aimed at working with both the parent and child on an individual basis.

Know Your Numbers

Get started with Marathon Health by knowing your numbers. But what numbers do you need to know? Learn the importance of a biometric screening and what your numbers mean.

Ladder to Health

NEW Join us for this program designed to help firefighters reach their health and wellness goals. Each session contains goal setting, healthy coping, as well as various health topics. These include physicals, hearing health, shopping on a budget, sleep health, exercises on the go, and more! Up to nine sessions are available.

Learning the Marathon eHealth Portal

Not sure where to start with the Marathon eHealth portal? The eHealth portal is full of helpful and easy-to-use tools that you can access from any computer or smart phone. The eHealth portal is a great place to start your health journey and these sessions will show you all the great tools.

Living a Greener Life

Every day, we hear about how to live green. What does this really mean? We will discuss simple choices you can make to lead healthier and more sustainable lives.

Lyme Disease

Lyme disease is an illness that is contracted by a tick bite. Learn the types of ticks that transmit Lyme disease, where and when it is prevalent and what to do if you find a tick on you or someone else. We will also discuss symptoms and treatment options and other little known facts about Lyme disease.

Maintain, Don't Gain Portal Challenge

Trying to beat that holiday bulge? This eight-week challenge encourages participants to maintain their weight during the holiday season. Participants receive weekly emails with updates in the program, health tips, and motivation. Participants can log their weight on the Marathon eHealth portal. There is an optional educational session for participants.

Maintaining a Healthy Weight During the Holidays

The holidays are quickly approaching! Festivities, food, family; and friends can get us out of our routines at the holiday time. Learn tips to prevent weight gain over the holidays and how to fit in exercise.

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Meal Planning

This session will focus on different components of a healthy meal. We will also do a meal activity.

Medication Management

This important session is for people who are both on medications and those who are not. Learn about different types of medications, generics versus brand-name medications, and how to safely store your medications. Participants will leave with a medication tracking card and understanding of why it is important to take medications as prescribed.

Men's Health

While everyone's health is important, this session will focus on men's health. We will review guidelines for preventive screenings and routine exams as well as cover the basics for every age.

Mental Fitness

What role do your thoughts play when it comes to your health? You might be surprised to find out your brain plays a more important role than your feet or your food. Join us as we discuss the why and how behind getting mentally fit!

Metabolic Syndrome

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Migraine Headaches

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Mindful Eating

NEW - FEBRUARY 2020 This workshop teaches principles of mindful eating. Learn more about hunger scales, how to truly enjoy food, and how to avoid mindless eating.

More than Just a Headache (Migraines)

Migraines are more than just a headache and remain misunderstood, under-diagnosed, and under-treated. In this session, we will discuss the differences between headaches and migraines, risk factors, and how to prevent migraines. Learn about this disease the affects 37 million Americans.

More than Just a Sweat – Preventing Heat-Related Illness in the Workplace

Most employees spend about half of their waking hours on the job. While there are a variety of environmental factors to consider for health and safety, temperature alone can impact your employee's health. In this session, we will discuss causes and symptoms of heat-related illness, treatment, and ways to keep employees safe and healthy amidst temperatures that can do more than make you break a sweat.

My Aching Back (Back Health)

Are you one of the many Americans affected by back pain? Four out of five adults will experience significant low back pain sometime during their life. Do you know how to prevent back pain and build a stronger back? We will share tips on what you can do to prevent back pain, strengthen the muscles, and lift properly.

Nutrients and Serving Sizes

Do you know the six kinds of nutrients? Do you know what a serving size of pasta and vegetables is? Get started with the basics in this session. We will review the six nutrients, serving sizes for the different food groups, and what your plate should look like at each meal.

Osteoporosis

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Passport to Health and Wellness

Learn about various regions in the United States and complete wellness activities. Prizes will be awarded when your passport is complete!

Personal Goal Setting

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Plan for Health

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Plant-Based Diets

Plant-based diets are becoming a popular way of eating. Join us for this session where we discuss the basics of this diet as well as ways to incorporate more plant-based foods into a meal plan.

Portion Control and Healthy Substitutions

In this interactive session, you will learn how to measure food using everyday objects and how you can make simple substitutions for better choices.

Portion Control, Part 2

How do I actually improve my portion sizes and not feel completely deprived? We will give you more than 10 specific techniques to help you understand how to implement portion control. And you can even leave your measuring cups at home!

Preparing for Your Medical Appointment

Have an upcoming appointment with your provider or specialist? This session will provide you with tools to get the most out of your appointment.

Preserving the Power of Antibiotics

Learn about the history of antibiotics and when they should be used to treat bacterial infections. In this session you will have an opportunity to learn about viruses, bacteria, and how your immune system combats these types of foreign invaders. Discover ways to boost your immune system and fight off those pesky viruses that keep you down. Learn about resistance, patterns of resistance, and how to protect yourself from resistant bacteria that can be deadly.

Preventive Health – Female

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Preventive Health – Male

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Rate My Plate Mini-Series

Rate My Plate is a four-week mini-series of educational programs covering nutrition topics like food labels, counting calories, healthy substitutions, and portion sizes.

Ready, Set, Go Physical Activity Portal Challenge

Gear up for some friendly competition with exercise. Participants can track their minutes of exercise in the eHealth Portal either by manual entry or by connecting their wearable device.

Rethink Your Drink

The clinical team can join your benefits fair, open house, or holiday party and set up a table. The table will include information about Marathon Health services as well as how much sugar can be hidden in our drinks.

Roadmap to Wellness

Obtaining and maintaining a commercial driver's license (CDL) goes beyond passing the knowledge and skills test. This program partners with commercial drivers (and those interested) to provide education about the Federal Motor Carriers Safety Administration's (FMCSA) current guidelines for drivers' medical certification. We aim to help drivers improve their health and create a personalized plan to increase their wellness.

School's Out Teacher Program

NEW Take time for your health during the summer months and commit to healthy activities through the Health Center.

Seasons of Life – Women's Edition: Menopause

Separating fact from fiction can be confusing when it comes to your health and seasons that don't seem to have an end date in mind. While menopause can be a very unique time for each woman, we will discuss facts, symptoms, treatment options, and other simple approaches to help you or a loved one through this season.

Self-Care

We take care of ourselves and others every day. Develop your self-care plan and brainstorm on a focus for all areas of your "self" which may include your emotional health, social health, physical health, financial health, and more.

Senior Health

Healthy aging is a hot topic among baby boomers across the country. Learn about healthy aging, including diet and exercise tips, preventive health information, and managing lifestyles as you get older.

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Serve and Protect Program

Join us for a 12-week program designed with focus on the health and well-being of police officers. Exercise programs and weekly nutrition sessions discuss ways to eat healthy on the go, stress and effects on dietary goals, salt and sugar intake and much more.

Serving Sizes

The clinical team can join your benefits fair, open house or holiday party and set up a table. The table will include information about Marathon Health services as well as serving sizes. Can you guess how many servings?

Shining Light on Hidden Conditions: A Discussion on Depression and Anxiety

While we all experience the ups and downs of life, it is important to know the signs, symptoms, and causes of depression and anxiety. In this session, we will help you understand what depression and anxiety are, their effects on health, and treatment options for a person to feel their best again.

Shoo the Flu – Flu Awareness

We will review the symptoms of the flu, when to seek care, and who should receive the flu vaccine. Learn the eight things you can do to stay healthy at work during flu season.

Skin Cancer Awareness and Prevention

More than two million people are diagnosed with skin cancer each year. Learn more about how to protect and care for your skin, how to give yourself a skin exam, and ways to reduce your risk of developing skin cancer. We will also review the ABCDEs of checking your skin.

Sleep

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Sleep Hygiene Portal Challenge

It is recommended that the average person gets seven to nine hours of sleep a night; however, most Americans don't reach this recommendation. The Sleep Hygiene challenge will encourage people to get the rest they need each evening. Participants will self-report their hours of sleep per day in the eHealth Portal.

Smart and Healthy Grocery Shopping

Are you a smart grocery shopper? We will give you seven tips of how you can plan ahead, take advantage of sale items and be an overall smart shopper.

Smoking Cessation

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Sodium Content of Food

The clinical team can join your benefits fair, open house or holiday party and set up a table. The table will include information about Marathon Health services as well as sodium content of food.

S.P.A.R.K. Total Health Program

Leading experts in the medical community agree that diet and exercise are the two most powerful factors in preventing and managing chronic conditions. This 12-week program focuses on nutrition and exercise habits to target the symptoms and health risks associated with metabolic syndrome. Participants will receive the support, prevention tips, assessments, results, and knowledge necessary to become active in their health and live the healthiest life possible.

Sports Injuries and Prevention

From weekend warriors to elite athletes, we will discuss how you can reduce your risk of a sports injury. We will review the more common injuries and how to treat them so you can get right back into the game.

Spring Into Heart Health

Join us for this six-week informative and interactive group program that focuses on heart health. Topics include updated blood pressure guidelines, cholesterol facts, exercise, nutrition, and stress. These sessions give participants the tools to keep their heart healthy and strong.

Step Portal Challenge

Using a wearable device such as a FitBit or by self-reporting, participants can enter their daily steps to compete in a multi-week challenge.

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Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Stick a Fork in Diabetes

A recent report by the Centers for Disease Control and Prevention (CDC) projects that the number of Americans with diabetes will double, if not triple, by 2050. Diabetes is the number one reason for adult blindness, kidney failure and limb amputation, and a large contributor to heart attacks and strokes. Learn what you can do now to reduce your risk for diabetes in the future. This session will cover information for everyone, whether or not you are affected by diabetes.

Strength Training from Home or the Workplace

Some seasons of life are busier or more expensive than others, but don't let those times keep you from exercising on a regular basis. Did you know one of the greatest pieces of workout equipment is one that you already own – your body! During this three-part series, we will discuss and demonstrate beginner, intermediate, and advanced exercises that can help you get or stay fit. Bring a pair of sneakers and comfortable clothes, if possible.

Stress Management

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

Summer Fun in the Sun (Summer Safety)

Summers can be filled with swimming, hiking, biking, and lots of sunshine. Learn about how to defend yourself against the sun's harmful rays, bug bites, and more! Kick back and relax this summer, knowing how to protect yourself and your family and have summer fun!

Taking Charge of Your Health

This seminar empowers you to work on both the physical and mental aspects of health. Topics include recommended health tests and screenings as well as ways to connect with mental health providers.

Tell a Friend

Tell a friend to complete their Comprehensive Health Review (CHR) and when they do, you are registered to win a $50 gift card.

Tension Headaches

Available for all members, located within the Marathon eHealth Portal (my.marathon-health.com) under "Resources" and "Programs & Tools."

The Bond Between Baby and You

Breastfeeding can be beneficial to both the mother and baby. During this session we will discuss strategies on how to successfully breastfeed. Topics include back-to-work basics, low supply issues, setting yourself up for success, and much more.

The Building Blocks of Protein

This informative workshop discusses protein sources, recommendations, and benefits. During this session we will complete a food pairing activity and compare protein content from various types of foods.

The Not So Sweet Side of Sugar

Sugar can add up quickly throughout the day even when we are trying to eat healthy. Join us for this workshop where we will discuss various strategies on how to limit sugar intake.

The Winning at Losing Portal Challenge

The Winning at Losing program is a 12-week weight loss competition, based on percentage of weight loss, not total pounds lost. Participants will weigh-in each week at the onsite health center. Participants receive weekly email updates, health tips, and motivation. While there is no formal weekly meeting, several sites encourage regular meetings for people to share successes and the challenges they face. Participants can log their weight on the Marathon eHealth portal.

Things I Wish I Knew Before My First Race

Thinking about joining a competitive athletic event? This session will review what you need to know to get started!

Time Management

"I'd eat well and exercise if I had the time!" Look no further for that 25th hour in your day. Join us as we discuss the basic principles of time management and provide you with the tools you need to make your health a priority.

Tobacco Cessation

Want to quit smoking but not sure where to start? We can help. Did you know your body will benefit within minutes of quitting? We will discuss short and long-term health benefits of quitting and outline five success factors that can help you meet your goal.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
Education Session (45 – 60 min) · 10 Minute Meeting Presentation · eHealth Portal Workshop
Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

Back to Table of Contents

Tobacco Cessation Group Program

This is a six to eight week course for people who are interested in learning about quitting tobacco. Each session has specific objectives and activities, leading up to a quit date. Participants will have the option of take-home activities.

Tour the Marathon eHealth Portal

Challenge your employees to take a tour of the Marathon eHealth portal and complete their Health History Risk Assessment (HHRA).

Unplug to Re-charge

NEW - JUNE 2019 Join us for this informative session on technology health. Topics include connecting with others, outdoor hobbies, volunteerism, mindful email and internet use.

Walking Around the Office/Campus/School

The clinical team can join your benefits fair, open house, or holiday party and set up a table. The table will include information about Marathon Health services as well as highlight ways employees can get more steps during the workday.

Weigh to Go

This weekly group program promotes healthy, long-lasting weight management goals. Topics include metabolism, food cravings, mindful eating, added sugar, meal planning, and fitting fitness in. This program can run anywhere from 6 to 12 weeks.

Well You

Join us for this four-week program that helps you overcome barriers to achieving health and wellness goals. Topics include goal setting, positive thinking, finding support, and ways to start changing your lifestyle.

Wellness in the Workplace

This session encourages employees to incorporate wellness throughout their work day. Topics includes ergonomics, stress management, moving more, and healthy snacks.

Wellness Rewards Challenge

The wellness card program rewards you for participating in wellness activities. Once you have completed five appointments, programs, or seminars you are eligible for a prize.

What's in Your Lunchbox?

This program encourages employees to bring healthy lunches to work. The clinical team will check lunch bags and, if deemed healthy, a small prize can be awarded.

What Healthy Eating Means to Me

Have you ever felt overwhelmed by all of the foods classified as "unhealthy" and wonder what in the world is actually healthy for you to eat? During this session, we'll emphasize foods with real health benefits and their portion sizes. Walk out of this session with a new view on what it means to eat well for your health goals.

What is Health Coaching?

Join us to learn what health coaching is all about. This session will help you understand health coaching and what to expect so that you can come to appointments prepared.

Women's Health

While everyone's health is important, this session will focus on women's health. We will review guidelines for preventive screenings and routine exams as well as cover the basics for every age.

Work Smarter, Not Harder

Learn tips on how to find more time throughout your day and spend more time on the things you love. We will explore three new techniques that will help you work more efficiently and effectively and spend more time on the things you enjoy doing.

X Factor – Metabolic Syndrome

Metabolic syndrome is a cluster of conditions including high blood pressure, elevated insulin levels, excess body fat, and high cholesterol. In this session, you will learn steps you can take to prevent metabolic syndrome both for yourself and the ones you love.

Mini Workshop (30 min) · Table Activity/Event · One-on-One Coaching Program · Weekly Program
Education Session (45 – 60 min) · 10 Minute Meeting Presentation · eHealth Portal Workshop
Health Center Promotional Program · Group Programs and Workshops · Weekly Challenges (eHealth Portal)

2020 Programming Calendar

MONTH	PROGRAM NAME	OUTCOME
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

- Mini Workshop (30 min)
- Table Activity/Event
- One-on-One Coaching Program
- Weekly Program
- Education Session (45 – 60 min)
- 10 Minute Meeting Presentation
- eHealth Portal Workshop
- Health Center Promotional Program
- Group Programs and Workshops
- Weekly Challenges (eHealth Portal)

Back to Table of Contents



Cholesterol



Cholesterol is a type of fat (lipid) in your blood that your cells need to function. You get cholesterol from your body and the food you eat. If you have too much cholesterol, it starts to build up in your arteries and that buildup can narrow your arteries making it harder for blood to flow through them. Your heart may not get as much oxygen-rich blood as it needs, which increases the risk of a heart attack. Additionally, decreased blood flow to your brain can cause a stroke.

There are two types of cholesterol:

- **LDL** is the "lousy" or "bad" cholesterol. LDL is the kind that can raise your risk of heart disease, heart attack, and stroke.
- **HDL** is the "happy" or "good" cholesterol. HDL is the kind that is linked to a lower risk of heart disease, heart attack, and stroke.

What affects cholesterol levels?

- **The foods you eat.** Eating too much saturated and trans fat can raise your cholesterol.
- **Being overweight.** This may lower HDL ("good") cholesterol.
- **Being inactive.** Not exercising may lower HDL ("good") cholesterol.
- **Age.** Cholesterol starts to rise after age 20.
- **Family history.** If family members have or had high cholesterol, you may also have it.



What should my numbers be?

Check in with your medical provider to learn what your preferred numbers should be. In general, people who do not already have heart disease should aim for:

- **Total cholesterol below 200**
- **LDL cholesterol below 130** – or much lower, if you are at risk of heart attacks or strokes
- **HDL cholesterol above 60**
- **Non-HDL cholesterol below 160** – or lower, if you are at risk of heart attacks or strokes
- **Triglycerides below 150**

Total Cholesterol

199 or less	200 – 239	240 or more
Normal	Moderate Risk	High Risk

LDL

99 or less	100 – 189	190 or more
Normal	Moderate Risk	High Risk

HDL

60 or more	59 or less
Normal	High Risk

Take action

You can reduce your risk for high cholesterol by living a heart-healthy lifestyle and with medication. The way you choose to lower your risk will depend on how high your risk is for heart attack and stroke. It will also depend on how you feel about taking medication. Your doctor can help you know your risk and balance the benefits and risks of your treatment options.

Heart-healthy lifestyle changes can help lower risk for everyone. They include:

- **Eating a heart-healthy diet** that is rich in fruits, vegetables, whole grains, fish, and low-fat or non-fat dairy foods.
- **Being active** on most, if not all, days of the week.
- **Losing weight** if you need to, and staying at a healthy weight..
- **Not using** tobacco products.

Changing old habits may not be easy, but it is very important to help you live a healthier and longer life. We're here to help.



Meet with your health coach to develop a personalized health plan to set and meet your goals. **Make a health coaching appointment today!**

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Diabetes



Diabetes is a chronic disease that affects how the body can turn food into energy. Type 1 diabetes is caused by an autoimmune reaction that destroys beta cells in the pancreas where insulin is produced. People with Type 1 diabetes need insulin therapy. Type 2 diabetes progresses over many years increasingly affecting how the body uses insulin to convert food to energy. **Being overweight, sedentary, and having a family history of diabetes are all risk factors for developing Type 2 diabetes.**

Insulin is a hormone that helps the body's cells use sugar (glucose) for energy. It also helps the body store extra sugar in the muscle, fat, and liver cells. Without insulin, this sugar stays in your blood instead, increasing your blood sugar levels. As a result, the body loses its main source of fuel because cells are not able to absorb the glucose they need.

High blood sugar can harm small blood vessels in the eyes, nerves, and kidneys. It can also increase your risk for heart attack and stroke.

What do your results mean?

You are at risk for developing diabetes if:

- your fasting glucose is 100-126mg/dl
- two hour post 75 gram oral glucose tolerance glucose is 140-199mg/dl
- or A1c is 5.7-6.4 percent

You have diabetes if:

- your fasting glucose is 126mg/dl or greater
- two hour post 75 gram oral glucose tolerance glucose is 200mg/dl or greater
- or A1c is 6.5 percent or greater

Fasting Glucose

99 or less	100 – 125	126 or more
Normal	Moderate Risk	High Risk

Two hour post 75 gram oral glucose tolerance glucose

139 or less	140 – 199	200 or more
Normal	Moderate Risk	High Risk

A1c

5.6% or less	5.7% – 6.4%	6.5% or more
Normal	Moderate Risk	High Risk



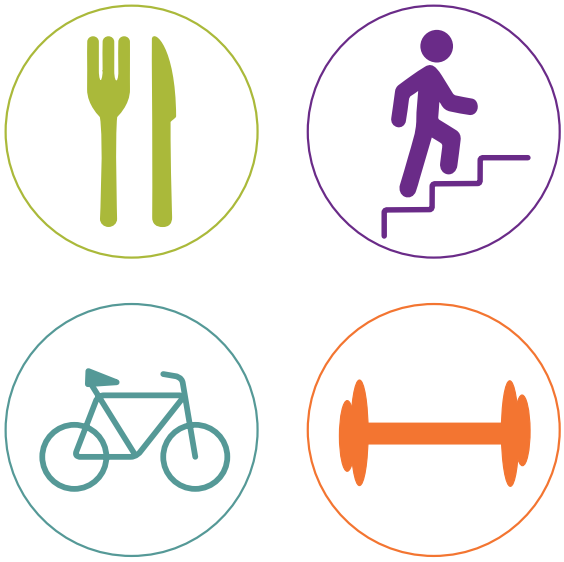
Take action

The key to treating diabetes is to keep blood sugar levels controlled and in your target range.

Lower your blood sugar by doing the following:

- **Make healthy food choices** by avoiding processed foods and reducing simple starches like bread, pasta, and rice in your diet. Try to manage the amount of carbohydrates you eat by spreading them out over the day instead of eating large portions with one meal.
- **Lose weight, if you are overweight.** Get regular exercise by finding opportunities to walk around the office, take the stairs instead of the elevator, use a stand up desk, or jog in the morning before work.

Diabetes is a serious condition, but can be prevented or managed with the help of your health center. Your provider can help you develop a personalized health plan, lose weight, monitor your glucose, and learn healthy recipes.



To get control of your diabetes risk or diagnosis, make an appointment with your health center today.

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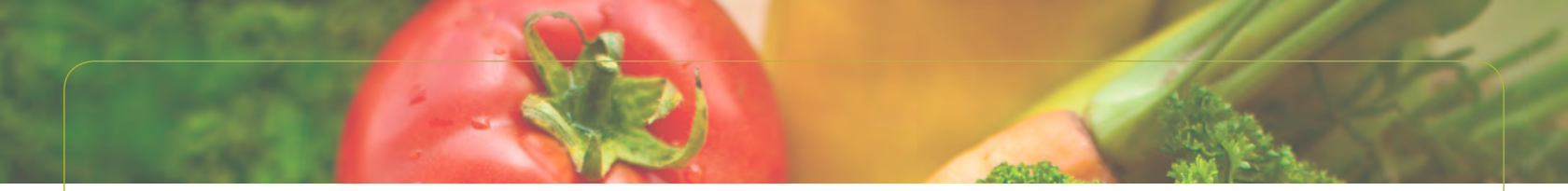


Diet and Nutrition



Nutrition is the root of our health. What we choose to eat, our knowledge, attitudes, and how well our environment supports healthy food choices significantly impact our overall health. Nutrition is often overlooked as the cornerstone of chronic disease management and prevention, yet proper nutritional support can improve overall health.

Healthy eating starts with learning new ways to eat, such as adding more fresh fruits, vegetables, and whole grains while cutting back on foods that have a lot of fat, salt, and sugar.

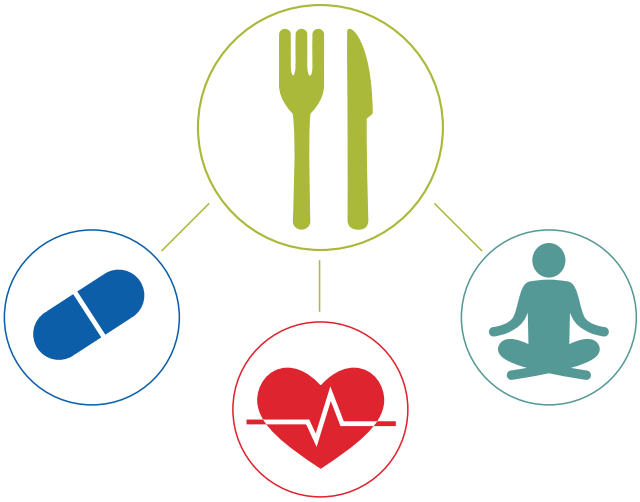
- **Aim for balance.** Most days, eat from each food group: grains, proteins, vegetables and fruits, and dairy. Listen to your body. Eat when you're hungry. Stop when you feel satisfied.
- **Look for variety.** Be adventurous. Choose different foods in each food group. For example, don't reach for an apple every time you choose a fruit. Eating a variety of foods each day will help you get all the nutrients you need.
- **Practice moderation.** Don't have too much or too little of one thing. All foods, if eaten in moderation, can be part of healthy eating. Even sweets can be okay.

Why pay attention to what you eat?

Healthy eating will help you get the right balance of vitamins, minerals, and other nutrients. **It will help you feel your best, give you energy, and help you handle stress.**

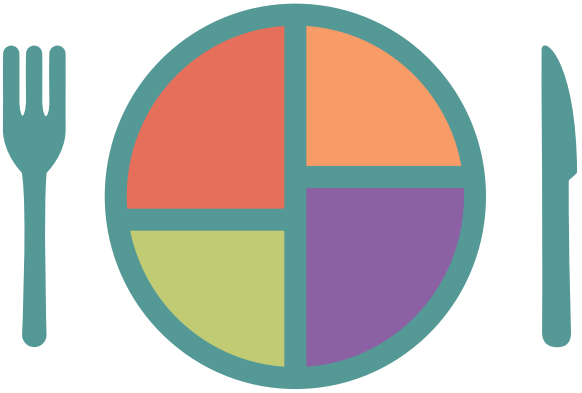
Healthy eating is one of the best things you can do to prevent and control many health problems, such as:

- Heart disease.
- High blood pressure.
- Type 2 diabetes.
- Some types of cancer.



Is healthy eating the same as going on a diet?

No, healthy eating is not a diet. **Healthy eating means making changes you can live with and enjoy for the rest of your life.** Diets are temporary and ultimately unsuccessful. Because you give up so much when you diet, you may be hungry and think about food all the time. Eating a healthy, balanced variety of foods is far more satisfying and can provide you with all the nutrients the body needs and get you to a healthy weight – and stay there.



How do you make healthy eating a habit?

- **Make small changes first.** Don't expect to change everything you eat at once.
- **Set an easy goal** you can reach, like having a salad and a piece of fruit each day.
- **Make a long-term goal,** such as having one vegetarian dinner a week.
- **Eat mindfully.** Pay attention to the flavors and eat slower in order to be more aware.
- **Reduce consumption** of foods with high amounts of added sugars.
- **Utilize the website Fooducate** that helps you distinguish on a grade-point scale how healthy your grocery store finds really are.

Having support from others can be a huge help. Ask family and friends to practice healthy eating with you. Swap healthy, delicious recipes and cooking tips with co-workers and neighbors. Health coaching at your health center can support you as you practice healthy eating.



Need help? Make an appointment at your health center today.

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Hypertension



Hypertension, also known as high blood pressure, is a common condition in which the long-term force of the blood against your artery walls is high enough that it may eventually cause health problems

Hypertension is a risk factor for heart disease, stroke, and a precursor to other chronic illnesses such as high cholesterol and diabetes. It can be managed with lifestyle changes and medicines.

Your blood pressure is determined both by the amount of blood your heart pumps and the amount of resistance to blood flow in your arteries. The more blood your heart pumps and the narrower your arteries, the higher your blood pressure.

At first, you may not notice symptoms with high blood pressure, but over time you may feel the following symptoms: shortness of breath; tired, faint, or dizzy; swelling in your legs, ankles, feet, and belly; or chest pain.

What do your results mean?

Your blood pressure consists of two numbers: systolic and diastolic. **Healthy blood pressure should be 120/80 mmHg or lower.**

The **systolic number** is how hard the blood pushes when the heart is pumping. A systolic between 120–129 mmHg is elevated blood pressure. A systolic of 130 mmHg or higher signals hypertension.

The **diastolic number** is how hard the blood pushes between heartbeats, when the heart is relaxed and filling with blood. A diastolic of >80 mmHg or higher is hypertensive.

Systolic

119 or less	120 – 139	140 or more
Normal	Moderate Risk	High Risk

Diastolic

79 or less	80 – 89	90 or more
Normal	Moderate Risk	High Risk



Causes of high blood pressure

Several things are known to raise blood pressure, including being overweight, drinking a lot of alcohol, having a family history of high blood pressure, eating too much salt, inactivity, and age. Your nutrition is important, too. Too little potassium and calcium in your diet can contribute to high blood pressure.

Given the risks, it can be stressful to learn that you have high blood pressure. The good news is there are things you can start doing today to feel better and reduce your risk.

Take Action

You can prevent raising your blood pressure by making these lifestyle changes:

- **Stay at a healthy weight** or lose extra weight.
- **Eat heart-healthy foods** and limit sodium.
- **Pick an apple** over that bag of chips when packing your lunch!
- **Exercise** regularly.
- **Join a gym,** go for a daily walk, or participate in an outdoor activity like kayaking or hiking.
- **Limit alcohol** to two drinks a day for men and one drink a day for women.

Hypertension is a serious condition, but can be prevented or improved with the help of your health center. Talk to your health coach or doctor. The only way to know your blood pressure is to get it checked regularly, so make sure to visit your health centers routinely every three months.

Make an appointment today to create your personalized health plan.



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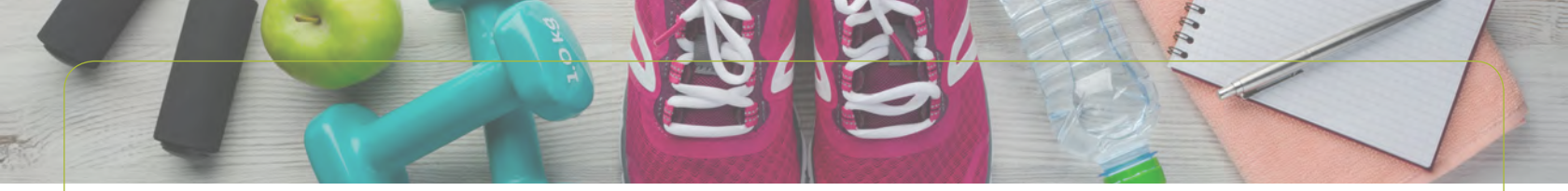


Physical Activity



When you're physically fit, you're able to perform physical activities with the energy and strength you need to feel as good as possible.

Better yet, physical activity is one of the best things you can do to prevent a heart attack or stroke. If you're not active, you have a higher risk of heart disease.

It's never too late to get moving. Making small changes in your daily lifestyle will help you stay on track for lasting health improvement.

What are the benefits of physical activity?

- Being active helps you **feel better and have more energy** for work and leisure time. You'll feel more energy playing with your kids, gardening, dancing, biking, etc.
- **You burn more calories,** even when you're at rest.
- It will help **control your weight.**
- It can **improve your mood** and your self-esteem.
- Improving your fitness is good for your heart, lungs, bones, and joints and it **lowers your risk** for heart attack, diabetes, high blood pressure, and some cancers.
- Regular physical activity may **help you sleep better, handle stress better, and keep your mind sharp.**

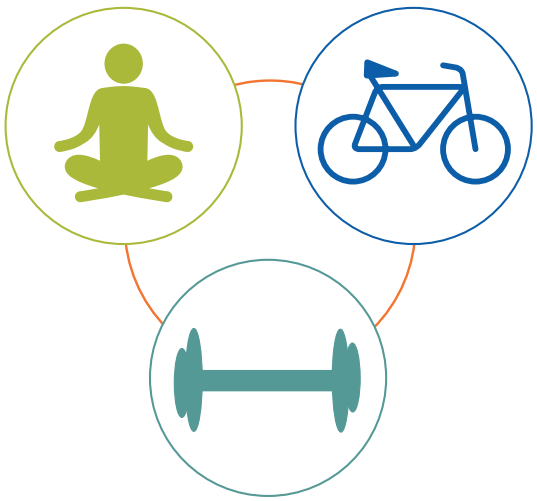


How to put more physical activity into your life

Exercise and physical activity are a great way to feel better, boost your health, and have fun. Aim for at least 150 minutes per week of moderate-intensity exercise (like walking), or 75 minutes per week of vigorous exercise (like running).

- **Walk around the office** when you have a free minute.
- **Try some easy desk exercises** and stretches.
- **Get a gym membership** with a co-worker to keep you motivated and accountable.
- **Use a pedometer** to track how many steps you take and set reminders to get up during the workday.
- **Call your health coach** and ask them for resources in the Marathon eHealth Portal to help you.
- **Use your commute** to do some extra walking. Park several blocks away, or get off the bus a few stops early.





Maintain an active lifestyle

Join classes or do activities that suit your interests and get your heart pumping. Whether you join a yoga class or go for a bike ride, switching up the activities you participate in will not only target different areas of your body but will also keep you interested in living a healthy, active lifestyle.

We're here to help. Our health coaches can support you with advice and guidance on staying active in your busy life.

Schedule an appointment at your health center today!

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Stress Management



When you are stressed, your body responds as though you are in danger. Your body produces hormones that speed up your heart, make you breathe faster, and give you a burst of energy. This reaction is called the fight-or-flight stress response.

Some stress is normal and can help if you need to work hard or react quickly. Stress can help you win a race or finish an important job on time. But if stress happens too often or lasts too long, it can be damaging. **Stress can lead to headaches, an upset stomach, back pain, and trouble sleeping. It can weaken your immune system, making it harder to fight off disease.**

How do you measure your stress level?

Sometimes it is clear where stress is coming from. You can count on stress during a major life change such as the death of a loved one, getting married, or having a baby. But it may not always be clear why you are feeling stressed. **It's important to figure out what is causing your stress.**

Everyone feels and responds to stress differently. Tracking your stress may help you understand it.

- Get a notebook
- Write down when something makes you feel stressed
- Write down how you reacted and what you did to deal with the stress

This may help you find out what is causing your stress and how much stress you feel. Then you can take steps to reduce the stress or handle it better.







How can you lower stress?

- **Manage your time.** You may get more done with less stress if you keep a day planner at your desk. Think about which things are most important, and do those first.
- **Deep breathing.** Sometimes stress comes from lack of oxygen. Breathe in two and out four seconds.
- **Take good care of yourself.** Get plenty of rest. Eat well. Don't use tobacco products. Limit how much alcohol you drink.
- **Social support.** People who have a strong network of family and friends manage stress better.
- **Meet with your health coach** for helpful techniques and goal setting on how to handle stress. Sometimes it is too much to handle alone. We are here to talk and listen to what is causing you stress.

Other tips to combat your stress:

- **Exercise.** Regular exercise is one of the best ways to manage stress. Walking is a great way to get started. Join a yoga class to meet friends and get your blood pumping.
- **Write.** It can help to write about the things that are bothering you.
- **Let your feelings out.** Talk, laugh, cry, and express anger when you need to with someone you trust.
- **Do something you enjoy.** A hobby can help you relax. Volunteer work can be a great stress reliever.
- **Learn ways to relax your body.** Try breathing exercises, muscle relaxation exercises, massage, aromatherapy, yoga, Tai Chi, and Qi Gong.
- **Focus on the present.** Try meditation and imagery exercises. Listen to relaxing music. Look for the humor in life, since lughter really is the best medicine.

Your mental health can be difficult to talk about – but we're here to help you move forward with a plan to manage and reduce your stress.



Visit us at your health center today.

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Schedule B1
PAY FOR PERFORMANCE PLAN
Triple Aim

The Marathon Health Pay for Performance Plan is based on achievement of key metrics covering the three dimensions of the optimization of healthcare delivery and overall health of a population. The three dimensions are:

- **Improving the Patient Experience**
- **Improving the Health of the Population**
- **Reducing the Per Capita Cost**

Ten percent(10%) of the Annual Fees ("At-Risk Amount") remitted by Client for the three years following the applicable Start Date set forth in Schedule A of this Agreement are "at-risk" and will be subject to Client credits as detailed below in the event that the following metrics are not met, allocated as indicated for each year:

	Year 1	Year 2	Year 3
Improving the Patient Experience	2.5%	2.5%	2.5%
Improving the Health of the Population	5.0%	5.0%	5.0%
Reducing the Per Capita Cost	2.5%	2.5%	2.5%
Total	10%	10%	10%

IMPROVING THE PATIENT EXPERIENCE – PATIENT SATISFACTION

Marathon's Performance

Employees will rate whether they are satisfied with their overall experience with Marathon Health using satisfaction surveys.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Improving the Patient Experience (indicated in the table above) will be credited back to the Client in accordance with the following scale:

% of Employees Satisfied or Very Satisfied	% of At-Risk Amount
95+%	50% bonus paid to Marathon
90+%	0% credited to Client
85+%	50% credited to Client
80+%	75% credited to Client
< 80%	100% credited to Client

The Employee satisfaction calculations for Y1-Y3 will be based upon surveys conducted by Marathon within sixty (60) days of the end of each anniversary of the applicable Start Date of the Marathon Services.

IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

Marathon's Performance

Patients with the following risk conditions will achieve health improvements as follows:

			% of Participants with the Condition that Achieve the Results		
	Eligible Participants with the Following Conditions	**Will Achieve the Following Results**	**Minimum target for Year 1**	**Minimum target for Year 2**	**Minimum Target for Year 3**
1	**Systolic BP >= 140**	**Reduce by 12 mmHg or normal**	30.0%	35.0%	40.0%
2	**Diastolic BP >= 90**	**Reduce by 5 mmHg or normal**	30.0%	35.0%	40.0%
3	**Glucose > 100**	**Reduce 15% or normal**	10.0%	12.5%	15.0%
4	**Tot. Cholesterol > 200**	**Reduce 10% or normal**	10.0%	12.5%	15.0%
5	**LDL Cholesterol > 160**	**Reduce 10% or normal**	10.0%	12.5%	15.0%
6	**HDL Cholesterol M<40, F<50**	**Increase 10% or normal**	10.0%	12.5%	15.0%
7	**Triglycerides > 200**	**Reduce 20% or normal range**	10.0%	12.5%	15.0%
8	**Overweight / Obesity**	**Reduce weight 5% or BMI normal**	3.0%	4.0%	5.0%
9	**Smokers**	**Quit for at least 90 days**	3.0%	4.0%	5.0%

	Participants Under Marathon's Care with the Following conditions	**Will Achieve the Following Results**	**Minimum target for Year 1**	**Minimum target for Year 2**	**Minimum Target for Year 3**
10	**Diabetics**	**Maintain average Hemoglobin A1C <= 7.5**	10.0%	12.5%	15.0%
11	**Diabetics**	**At the standard of care (or not applicable) for 5 out of 6:** • **Pneumococcal at least once** • **Influenza** • **Hepatitis B at least once** • **Self-Glucose Monitoring OR Hemoglobin A1c Result exists at least 2 times per 12 month period** • **Foot Exam** • **Eye Exam**	75.0%	75.0%	75.0%
12	**Asthmatics**	**At the standard of care (or not applicable) for 5 out of 7:** • **Influenza** • **Pneumococcal at least once** • **Use of inhaled corticosteroid for those with persistent Asthma** • **Asthma Action Plan** • **Use of a short acting bronchodilator** • **Spirometry resulted** • **Medications appropriate for severity**	75.0%	75.0%	75.0%

The look-back period for calculating population health outcomes is 12 months from the applicable Start Date in Year 1;and 18 months for the subsequent two years.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Improving the Health of the Population (indicated in the table above) will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table for which the Minimum Target was Reached	% of At-Risk Amount
10-12	50% bonus paid to Marathon
7-9	0% credited to Client
4-6	50% credited to Client
2-3	75% credited to Client
< 2	100% credited to Client

REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

Marathon's Performance

Client's expected PMPM medical claims cost for the eligible population, net of fees paid to Marathon, will be reduced as follows:

	Year 1	Year 2	Year 3
Gross Reduction Target	7%	11%	13%
Net Reduction Target	0%	4%	6%

Prior to the Start Date, the parties will compute the Expected Medical Claims Costs as follows:

- Client's Expected Year 1 PMPM Medical Claims Cost for the eligible population, excluding large cost claimants of $50,000 or above, is agreed upon by the parties.
- Expected Year 2 PMPM Cost is computed by increasing Expected Year 1 Cost by 9% for medical inflation. Expected Year 3 PMPM Cost is computed by increasing Expected Year 2 Cost by 9% for medical inflation.

The parties will compute the Actual Gross Reduction and the Actual Net Reduction Percentage as follows:

- The Actual PMPM Medical Claims Cost for each year, excluding large cost claimants of $50,000 or above, is obtained and compared to the Expected PMPM Medical Cost to arrive at the Actual Gross Reduction.
- The Actual Gross Reduction is decreased by the PMPM fee paid to Marathon to arrive at the Actual Net Reduction. The Actual Net Reduction is divided by the Expected PMPM Medical Claims Cost for the year to determine the Actual Net Reduction Percentage.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Reducing the Per Capita Cost will be credited back to the Client in accordance with the following scale:

Variance of Actual Net Reduction Percentage from the Net Reduction Target	Percentage of At-Risk Amount
1+% over (e.g. 7+% reduction vs. a 6% target)	50% bonus paid to Marathon
+/-1% (e.g. 5%-7% reduction vs. a 6% target)	0% credited to Client
1%-3% under (e.g. 3%-5% reduction vs. a 6% target)	50% credited to Client
3%-5% under (e.g. 1%-3% reduction vs. a 6% target)	75% credited to Client
5+% under (e.g. 1-% reduction vs. a 6% target)	100% credited to Client

Requirements of Client

Notwithstanding the above, if the Client does not fulfill any of the following requirements for any of the three dimensions during a given year, then no fee credit will be due to the Client for that dimension for such year:

- Facilitate an annual electronic satisfaction survey of employees within 60 days (+/-) of the end of each contract year.
- A minimum of 40% of the eligible employee population must participate in a separate mass health screening, including biometrics and health risk assessment, within 3 months (+/-) of the Start Date, and annually thereafter. Marathon can arrange biometric screening services from its preferred partner to assist Client in meeting this requirement.
- For use of the health center, if the Client requires high co-payments from participants, requires employees to “punch out”, locates the health center offsite, or has other significant restrictions on its use, then a minimum of 50% of the eligible

population must have at least one acute care or health coaching visit in the clinic during each contract year.

- Provide information on PMPM medical claims cost and large cost claimants of $50,000 or above for at least the 2 years immediately preceding year 1 of the Agreement.
- Provide the expected PMPM medical claims cost, net of and large cost claimants of $50,000 or above, for year 1, reflective of the impact of any health plan design changes for that year.
- Provide information on PMPM medical claims cost and large cost claimants of $50,000 or above within 60 days of the end of each contract year.
- The medical claims data referred to in Section 6.6 must be received as scheduled.
- Client must utilize Marathon Health branded or co-branded material in the pre-launch communication as described in Schedule A.



Marathon Health

Marathon Health is a different kind of healthcare company. Our mission is to inspire people to lead healthier lives. In turn, we help employers stabilize healthcare costs. It's a simple equation that yields powerful results.

Since 2005, we've provided care for workers and their families at more than 160 sites ranging from manufacturing to public sector to unions across the United States. With a commitment to population health risk management, our focus on primary preventive care, health coaching, and disease management provides a better patient experience, improved health outcomes, and lower cost of care.

Our Model of Care

Marathon Health's approach starts with a holistic, personalized care model that is value not volume-based. **Our philosophy is to slow down the care process to engage patients where they are, providing the treatment, coaching, and support they need to take control of their own health and make healthier lifestyle choices.**

Our population health model stratifies and engages employees with the most prevalent health risks in your organization. We partner with them to develop a plan to reduce health risks and make measurable health improvement.

Engaging Your Employees

We pair our care model with a customized engagement strategy, incorporating analytics, incentives, and health promotion programming. Turnkey marketing and communications strategies inform and inspire your employees:

- Health center promotions, challenges, and workshops.
- Multimedia marketing and communication materials.
- Incentive planning and reporting.
- Marathon Health's eHealth Portal.

Value

Marathon Health's value model begins with a predictable, fixed fee pricing structure with no risk of cost over-runs to your annual budget. **Our health centers experience an average 3:1 return on investment** in hard dollar savings from the value of redirected care and reduction in downstream costs. Other benefits include:

- Talent retention/attraction
- Rich benefit plan
- Greater productivity/lower absenteeism
- Strong morale/culture of health and wellness

Additionally, our Lean Six Sigma processes build efficiencies and allow us to adapt and customize our workflows to suit the needs of both new and existing health centers.

> "Marathon Health's wellness-based treatment philosophy coupled with their evidence-based technology provides our employees with critical information that helps them make better health care decisions leading to better health outcomes for the employee, their families, and the City's health plan."
>
> *– City manager, City of Coppell*

3:1 ROI

98%

patient satisfaction

Marathon health® For life.

BEST IN KLAS WORKSITE HEALTH SERVICES 2020

The Marathon Health Difference

Marathon Health is a national leader in the provision of worksite healthcare and population health management services. We provide high-quality care, occupational health services, risk reduction and highly personalized data driven health coaching and disease management services. However, what truly differentiates Marathon Health are the following aspects of our organization:

A Predictable, Fixed Fee Pricing Model

Marathon Health charges a fixed, annual fee for our total population health management solution. The annual fee is divided into monthly installments, and our customers receive simple, clear, and predictable monthly invoices. This pricing model reflects our firm belief in a better healthcare delivery system: one that is not complicated by fee-for service, but is solely focused on improving health outcomes by providing the right amount of healthcare at the right time. This pricing model also ensures strong alignment between the interests of all key stakeholders who have a shared interest in driving up utilization of care at our worksite clinics in order to improve results.

Our customers also appreciate the predictability and protection that the annual fee provides. Our pricing model eliminates the risks associated with “cost-plus” contracting, with Marathon Health assuming risk for cost variances that arise from operating our services. Our pricing is guaranteed to 110% of your eligible population (i.e. eligibility can grow by 10% with no change in fee), and we never "true up" for cost variances at the end of the year.

Our Collaborative Customer Care Model

While other onsite health vendors provide their customers with just an account manager to meet their service needs, Marathon Health provides a full Collaborative Care Team that includes an Account Manager, Clinical Director, Communications Specialist, Data Analyst, IT Specialist, Executive Sponsor, and more.

Please refer to **Exhibit XX: Collaborative Customer Care Model** for more information.

Robust Standard and Custom Reporting and Analytics

Many of our customers that we have converted from other onsite health vendors say that a lack of useful and accurate reporting and analytics is a key reason they left and moved to Marathon Health. We provide our customers with a robust offering of monthly and annual standard reporting, and we use this data to make strategic improvements to service offerings, staffing, hours of operation, etc. Additionally, because we utilize a proprietary, in-house technology solution, we are able to provide our customers is an unlimited range of custom and on-demand reporting options, a feature not available from vendors using an off-the-shelf electronic medical record.

An Effective, Customizable Communications Strategy

Former customers of other onsite health vendors have mentioned that a key driver in choosing Marathon Health was our robust and flexible communications package. We have a wealth of customizable, multimedia communications collateral for both initial and ongoing communications that will help to drive maximum member utilization of your worksite health center.

For samples of the standard communications materials that we provide to our customers, included in our fixed fee pricing, please see **Exhibit XX: Sample Communications Materials**.

Proactive Outreach / Patient Lists

We continuously work with our customer and their consultants to identify risk across their entire population and develop intervention strategies based on the unique needs and resources of a given employer. We stratify the risk of the entire member population using the data collected in the EMR from treatment documentation, HRAs, biometric screenings and prior claims data. We then create patient lists identifying medium and high-risk patients and perform proactive outreach (by telephone, secure email or in-person visits) to ensure that at-risk patients or those with preexisting chronic conditions (a small population that creates the largest expense for employers) are brought to the point of care. We update these patient lists every 24 hours bringing the most complex and challenging member cases to the attention of our clinicians so that they are prioritized for outreach and engagement. At the same time, we offer the tools and support to ensure that your healthy population stays healthy.

Recruitment, Staffing and Training

Some onsite health vendors utilize mainly temp staffing to fill clinical positions, resulting in a high degree of staff turnaround and little training. Marathon Health clinical staff team members are employees of our company and receive initial and ongoing training and support from our in-house training department.

The Marathon Health Coaching Methodology

While other onsite health vendors provide health coaching as an add-on service at additional cost, Marathon Health views it integral part of our model of care, and these services (along with training for the clinical staff) is included in our fixed fee. Health coaching is an essential part of our Total Population Health model of care, helping to achieve the 70% engagement rate of the individuals we target for health interventions across our book of business.

A crucial differentiator of Marathon Health's program is the credentialing and expertise of our full-time health coaches. All of our clinical staff team members receive training on our health coaching methodology, including Medical Assistants, which is unique to our industry.

Marathon Health's Annual Fixed Fee

Marathon Health charges a fixed, annual fee for our total population health management solution. The annual fee is divided into monthly installments, and customers receive simple, clear, and predictable monthly invoices. While other pricing models such as "cost plus" can result in cost overruns, transparency only after-the-fact, and operational inefficiencies at the expense of the client, our inclusive annual fee provides our clients protection and predictability. It is guaranteed to 110% of your eligible population (i.e. eligibility can grow by 10% with no change in fee), and we never "true up" for cost overruns at the end of the year.

This pricing model reflects our firm belief in a better healthcare delivery system: one that is not complicated by fee-for-service, but is solely focused on improving health outcomes by providing the right amount of healthcare at the right time.

Marathon Health leverages all its expertise to provide a positive return on your investment. The resources listed below are included in the annual fee and allow us to deliver results on three objectives (known as the "Triple Aim"): a positive patient experience, improved health outcomes, and lower per capita cost.

The annual fixed fee includes:

- All Medical Services rendered within the health center.
- Health Center Staffing
  - Salaries
  - Benefits
  - Taxes
  - Temporary staffing and vacation coverage
  - Initial and ongoing training, including travel
  - Credentialing
  - Regulatory compliance
  - Supervising physician salary (in staffing models not led by a physician)
- Medical Equipment and Supplies
  - Inventory and ordering
  - Single dose over-the-counter (OTC) pharmaceuticals
  - Pharmacy and drug-dispensing fees, where applicable (drugs, serums, and vaccines are "pass-through costs" at no mark-up)
  - Office supplies
  - Uniforms
  - Medical waste removal
  - Equipment maintenance, repair and replacement
- Laboratory Services -- CLIA-waived lab tests administered in the health center (testing availability varies according to state regulations)
  - Blood glucose
  - Strep A
  - Mononucleosis
  - Urinalysis (leukocytes, nitrite, urobilinogen, protein, pH, blood, specific gravity, ketone, bilirubin, glucose)
  - Influenza testing
  - Hemoglobin A1C
  - HCG (pregnancy)
  - Fecal occult blood

- Insurance
  - General liability ($5,000,000 per occurrence)
  - Medical professional ($5,000,000 per occurrence)
  - Excess liability ($5,000,000 per occurrence)
  - Technology errors and omission ($5,000,000 per occurrence)
  - Automobile liability (including non-owned and hired) ($1,000,000 per occurrence)
  - Worker's compensation / Employer's liability ($500,000 per occurrence)
  - Employee dishonesty/crime coverage ($100,000 per occurrence)
- Robust clinical quality assurance (QA) program
  - Primary care oversight through supervising physician
  - Tracking system for verifying and maintaining professional certification
  - Online, interactive clinical guidelines and decision support
  - "UpToDate" clinical reference subscription
  - Chart audits
  - Site visits (travel costs included)
  - Monthly All-Clinical meetings
  - Disease management committee reviewing national guidelines and updating protocols
  - Stipend for meeting continuing education requirements
  - Clinical Peer Support teams
  - "Ambassadors University" learning management system
  - "Marathon Nation" company culture programs to support provider satisfaction and engagement
- Health coaching and condition management for members at medium or high risk or diagnosed with chronic conditions, such as:
  - Diabetes
  - Asthma
  - Hypertension
  - Coronary artery disease (CAD)
  - High cholesterol
  - Obesity
  - Back pain
  - Migraines
  - Peripheral artery disease (PAD)
  - Osteopenia
  - Osteoarthritis
- Account Management committed to delivering excellent patient and customer care.
  - Account Manager responsible for program success and customer satisfaction
  - Clinical Director oversees daily health center operations and provides input on workflow, scope of services, and population health goals
  - Clinical peer support team provides clinical resources and keeps onsite staff connected to Marathon Health's mission, values, and company culture
  - Designated team of corporate resources supporting account management team including a Communications Lead, Healthcare Analyst, Staffing Expert, Training & Development Specialist, Interface Expert, Survey Coordinator, and Executive Sponsor
  - Monthly client meetings to review Clinical Activity and Trends (CAT) report
  - Annual, onsite business review of measured savings and population health outcomes (travel and meeting costs included)

- Technology
  - Proprietary Electronic Medical Record (EMR)
  - Clinical decision support tools (Medicomp's MEDCIN®)
  - Responsive (mobile-optimized) member health portal
  - Secure provider messaging
  - Online appointment scheduler
  - Wellness incentive tracking
  - Health History & Risk Assessment questionnaire (HHRA) with wellness scoring and goal-setting
  - Incoming and outgoing data file transfers, including demographic file imports from carrier and up to three (3) outbound data feeds per year (e.g. encounter, lab, or HRA)
  - Integrated e-prescribing capability
  - Hardware and telephony (PC's, laptops, phones, printers, scanner, fax machine)
  - Member help desk
- Analytics and reporting
  - Monthly Standing Reporting
    - Clinic volume including percent acute care, percent coaching, group work and telephonic.
    - Screening rates for bio markers (blood pressure, glucose, lipids, BMI) and health risk assessment.
    - Percent of population with chronic conditions and/or high risk of becoming high dollar claimants.
    - Engagement rates for total population and target (high risk) population.
    - Treatments and procedures provided (by CPT) and patient diagnoses (ICD-10).
    - Ancillary services provided including lab procedures, diagnostic tests, and ancillary services
    - Percent of patients outside of normal range for blood pressure, lipids, glucose and BMI who have made measureable clinical improvement.
    - Predictive savings for redirected care and risk reduction.
    - Summary of medications most frequently prescribed.
  - Annual Standard Reporting
    - Risk stratification of the population served detailing prevalence rates for chronic conditions and major risk factors.
    - Engagement rates for total and target populations, by location and/or job class, if appropriate.
    - Changes to prevalence rates since go live.
    - Risk mitigation by condition and amount of mitigation by category
    - Patients with diabetes, asthma, and heart disease at the standard of care for their condition.
    - Trends in clinic volume by nature of visit (acute vs. health coaching).
    - Visit rate for total population and target population.
    - Total claim spend post go-live vs. predicted based on historical trend and enrollment.
    - Patient and client satisfaction with services provided.
    - Pay-for-performance scorecard based on contractual at-risk metrics as appropriate.
  - Ad Hoc/As Needed
    - Incentive reports itemizing patients who have achieved standard for incentives (e.g. completed screening, engaged in health coaching, enrolled and/or completed disease management program, completed activities, achieved outcomes such as percent improvement or improved to a range).
    - Percent and type of referrals made for specialty care.
    - E-Health Portal utilization.
    - Appointment statistics –# of filled appointments by time of day or day of week
  - Custom Reporting
    - Fixed fee provides up to 20 hours/year of custom reporting at no additional cost

- Member Communication and Health Promotion—multi-channel, co-branded, communication to market the health center and engage members in their health
    - Communication audit to align overall strategy with client culture and preference
    - Communication strategy at program launch, including press release, executive announcement, home mailings, member Welcome Package, video introduction, wall hangings, grand opening event
    - Ongoing health center promotional events, such as blood pressure screenings, cooking programs, grocery store tours, health fairs, open house, tour the e-health portal, refer-a-friend
    - Quarterly health engagement campaigns, email and print
    - "Healthy Like Me" social influence campaign
    - Roadmap to Care navigation tools
    - Weekly Wellness Challenges
    - Group programs and workshops
    - Health Promotion & Education Catalog of provider-led programs addressing:
        - Chronic conditions and illness prevention
        - Weight Management and Nutrition
        - Mental and Emotional Health
        - Fitness and Active Living

The annual fee does *not* include:

- Facility construction, leasing, and maintenance
- Non-medical furnishings such as work desks, conference table
- Internet and analog fax line
- Postage for home mailings
- Custom reporting beyond 20 hours/year or data transfers that exceed standard expectations of customization

Costs passed through to the customer (at no mark-up):

- Prescription medications such as vaccines and pre-packaged pharmaceuticals
- Mass biometric screenings
- Externally processed (non-CLIA waived) labs. Marathon Health offers three options for handling these costs: 1) lab bills against the plan as in typical medical practice, 2) lab invoices client directly at our negotiated rates, or 3) lab bills Marathon Health to pay on client's behalf, drawing from a client-funded escrow account.
- External Medical Review Officer (MRO) for confirming drug tests. These charges will be invoiced to the client directly, typically at a cost of $6/screen for full review or $15/screen for review of only positive drug tests.

Implementation

One-time start-up costs are quoted separately as Implementation Fees. These include project management, facility design support, medical equipment, supply inventory and ordering, staff recruiting (advertising, selection, onboarding, and training, including travel), technology and telephony set-up, copier and fax machine, demographic interfaces (development, support, and customization), and clinical licensing, registration, and regulatory compliance.

Marathon Health's annual fee covers a total population health management solution, and is your investment in a healthier, more productive workforce.

PD 19-20.035, Onsite Employee Health Clinic Administration
Public Notification

Date Added	Company Name	Email Address	Event Type
3/16/2020 13:54	Aetna	rcchristie@aetna.com	deliver
3/16/2020 13:54	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
3/16/2020 13:54	Brain Storm	eric@ericschnurer.com	deliver
3/16/2020 13:54	Businessolver	randrews@businessolver.com	deliver
3/16/2020 13:54	CareATC	paulmontgomery@careatc.com	deliver
3/16/2020 13:54	CareHere	pmcelerney@carehere.com	deliver
3/16/2020 13:54	Caspio	sam.godwin@caspio.com	deliver
3/16/2020 13:54	CELL STAFF LLC	bids@cellstaff.com	deliver
3/16/2020 13:54	Concentra	kpoe@concentra.com	deliver
3/16/2020 13:54	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
3/16/2020 13:54	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver
3/16/2020 13:54	Healthstat	David.Young@healthstatinc.com	deliver
3/16/2020 13:54	Marathon Health	jford@marathon-health.com	deliver
3/16/2020 13:54	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
3/16/2020 13:54	Premise Health	Clay.Elder@PremiseHealth.com	deliver
3/16/2020 13:54	QuadMed	mawilterdink@quadmedical.com	deliver
3/16/2020 13:54	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
3/16/2020 13:54	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
3/16/2020 13:54	Rx View LLC	info@therxview.com	deliver
3/16/2020 13:54	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
3/16/2020 13:54	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
3/16/2020 13:54	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
3/16/2020 13:54	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
3/16/2020 13:54	Witt O'Brien's LLC	leads@wittobriens.com	deliver
3/16/2020 13:55	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
3/16/2020 13:55	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
3/16/2020 13:58	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
3/16/2020 13:58	ProactiveMD	lness@proactive-md.com	deliver
3/16/2020 14:15	Premise Health	Clay.Elder@PremiseHealth.com	click
3/16/2020 14:59	CareATC	paulmontgomery@careatc.com	click
3/16/2020 16:30	Concentra	kpoe@concentra.com	click
3/17/2020 12:05	CareHere	pmcelerney@carehere.com	click
3/19/2020 9:31	Rx View LLC	info@therxview.com	click
3/16/2020 13:55	Enterprise Pals Inc.	nazim@enterprisepals.com	open
3/16/2020 13:55	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	open
3/16/2020 13:56	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	open
3/16/2020 14:01	CELL STAFF LLC	bids@cellstaff.com	open
3/16/2020 14:15	Patrick Chery International	patrickchery@johnmaxwellgroup.com	open
3/17/2020 12:03	CareHere	pmcelerney@carehere.com	open

PD 19-20.035, Onsite Employee Health Clinic Administration
Addendum #1 Public Notification

Date Added	Company Name	Email Address	Event Type
3/20/2020 14:12	Activate Healthcare	josephmiller@activatehealthcare.com	deliver
3/20/2020 14:12	Activate Healthcare	junekim@activatehealthcare.com	deliver
3/20/2020 14:12	Aetna	rcchristie@aetna.com	deliver
3/20/2020 14:12	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
3/20/2020 14:12	Brain Storm	eric@ericschnurer.com	deliver
3/20/2020 14:12	Businessolver	randrews@businessolver.com	deliver
3/20/2020 14:12	CareATC	paulmontgomery@careatc.com	deliver
3/20/2020 14:12	CareHere	pmcelerney@carehere.com	deliver
3/20/2020 14:12	CareTeam	bhughes@careteamhealth.com	deliver
3/20/2020 14:12	Caspio	sam.godwin@caspio.com	deliver
3/20/2020 14:12	CELL STAFF LLC	bids@cellstaff.com	deliver
3/20/2020 14:12	Concentra	kpoe@concentra.com	deliver
3/20/2020 14:12	Concentra	mloporto@concentra.com	deliver
3/20/2020 14:12	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
3/20/2020 14:12	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
3/20/2020 14:12	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver
3/20/2020 14:12	Healthstat	David.Young@healthstatinc.com	deliver
3/20/2020 14:12	Healthstat Inc	meredith.lewis@healthstatinc.com	deliver
3/20/2020 14:12	Marathon Health	jford@marathon-health.com	deliver
3/20/2020 14:12	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
3/20/2020 14:12	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
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3/20/2020 14:12	QuadMed	mawilterdink@quadmedical.com	deliver
3/20/2020 14:12	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
3/20/2020 14:12	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
3/20/2020 14:12	Rx View LLC	info@therxview.com	deliver
3/20/2020 14:12	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
3/20/2020 14:12	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
3/20/2020 14:12	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
3/20/2020 14:12	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
3/20/2020 14:12	Witt O'Brien's LLC	leads@wittobriens.com	deliver
3/22/2020 5:15	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
3/22/2020 12:34	Activate Healthcare	josephmiller@activatehealthcare.com	deliver
3/22/2020 12:34	Activate Healthcare	junekim@activatehealthcare.com	deliver
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3/22/2020 12:34	Caspio	sam.godwin@caspio.com	deliver
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3/22/2020 12:34	Concentra	mloporto@concentra.com	deliver
3/22/2020 12:34	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
3/22/2020 12:34	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
3/22/2020 12:34	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver

PD 19-20.035, Onsite Employee Health Clinic Administration

3/22/2020 12:34	Healthstat	David.Young@healthstatinc.com	deliver
3/22/2020 12:34	Healthstat Inc	meredith.lewis@healthstatinc.com	deliver
3/22/2020 12:34	Marathon Health	jblanchard@marathon-health.com	deliver
3/22/2020 12:34	Marathon Health	jford@marathon-health.com	deliver
3/22/2020 12:34	Marathon Health	lwinter@marathon-health.com	deliver
3/22/2020 12:34	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
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3/22/2020 12:34	QuadMed	mawilterdink@quadmedical.com	deliver
3/22/2020 12:34	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
3/22/2020 12:34	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
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3/22/2020 12:34	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
3/22/2020 12:34	Witt O'Brien's LLC	leads@wittobriens.com	deliver
3/22/2020 12:35	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
3/20/2020 14:18	Concentra	mloporto@concentra.com	click
3/22/2020 18:30	Concentra	mloporto@concentra.com	click
3/23/2020 7:11	Activate Healthcare	josephmiller@activatehealthcare.com	click
3/23/2020 8:07	CareHere	pmcelerney@carehere.com	click
3/23/2020 8:31	CareTeam	bhughes@careteamhealth.com	click
3/23/2020 8:32	Marathon Health	jblanchard@marathon-health.com	click
3/23/2020 9:37	Concentra	kpoe@concentra.com	click
3/24/2020 10:06	Healthstat	David.Young@healthstatinc.com	click
3/24/2020 11:55	DT-Trak Consulting Inc	nbertsch@dt-trak.com	click
3/25/2020 15:37	Activate Healthcare	junekim@activatehealthcare.com	click
4/1/2020 14:13	Healthstat	David.Young@healthstatinc.com	click
3/20/2020 14:12	Healthstat	David.Young@healthstatinc.com	open
3/20/2020 14:16	Activate Healthcare	josephmiller@activatehealthcare.com	open
3/20/2020 14:59	CELL STAFF LLC	bids@cellstaff.com	open
3/20/2020 15:08	Activate Healthcare	junekim@activatehealthcare.com	open
3/20/2020 16:54	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	open
3/20/2020 16:59	CareTeam	bhughes@careteamhealth.com	open
3/20/2020 21:34	The Sumlin Group Llc	mikesumlin@yahoo.com	open
3/22/2020 14:37	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	open
3/22/2020 17:04	Marathon Health	jblanchard@marathon-health.com	open
3/22/2020 18:33	Concentra	mloporto@concentra.com	open
3/23/2020 9:38	Concentra	kpoe@concentra.com	open
3/23/2020 9:52	Concentra	kpoe@concentra.com	open
3/23/2020 10:17	CELL STAFF LLC	bids@cellstaff.com	open
3/23/2020 11:26	Marathon Health	jford@marathon-health.com	open
3/25/2020 13:28	ProactiveMD	lness@proactive-md.com	open
3/25/2020 13:29	ProactiveMD	lness@proactive-md.com	open
3/25/2020 15:33	Activate Healthcare	josephmiller@activatehealthcare.com	open

PD 19-20.035, Onsite Employee Health Clinic Administration
Addendum #2 Public Notification

Date Added	Company Name	Email Address	Event Type
4/9/2020 16:07	Activate Healthcare	josephmiller@activatehealthcare.com	deliver
4/9/2020 16:07	Activate Healthcare	junekim@activatehealthcare.com	deliver
4/9/2020 16:07	Aetna	rcchristie@aetna.com	deliver
4/9/2020 16:07	Atlas Aegis LLC	anthony.caudle@atlasaegis.com	deliver
4/9/2020 16:07	Atlas Aegis LLC	Barry.Wallace@atlasaegis.com	deliver
4/9/2020 16:07	Beltline Dwellings LLC	aedinquinn@gmail.com	deliver
4/9/2020 16:07	Brain Storm	eric@ericschnurer.com	deliver
4/9/2020 16:07	Businessolver	randrews@businessolver.com	deliver
4/9/2020 16:07	CareATC	paulmontgomery@careatc.com	deliver
4/9/2020 16:07	CareATC Inc.	chelseyhernandez@careatc.com	deliver
4/9/2020 16:07	CareHere	pmcelerney@carehere.com	deliver
4/9/2020 16:07	CareTeam	bhughes@careteamhealth.com	deliver
4/9/2020 16:07	Caspio	sam.godwin@caspio.com	deliver
4/9/2020 16:07	CELL STAFF LLC	bids@cellstaff.com	deliver
4/9/2020 16:07	Concentra	kpoe@concentra.com	deliver
4/9/2020 16:07	Concentra	mloporto@concentra.com	deliver
4/9/2020 16:07	DT-Trak Consulting Inc	nbertsch@dt-trak.com	deliver
4/9/2020 16:07	Enterprise Pals Inc.	nazim@enterprisepals.com	deliver
4/9/2020 16:07	Guidesoft Inc.	governmentbids@knowledgeservices.com	deliver
4/9/2020 16:07	Healthstat	David.Young@healthstatinc.com	deliver
4/9/2020 16:07	Healthstat Inc	meredith.lewis@healthstatinc.com	deliver
4/9/2020 16:07	Marathon Health	jblanchard@marathon-health.com	deliver
4/9/2020 16:07	Marathon Health	jford@marathon-health.com	deliver
4/9/2020 16:07	Marathon Health	lwinter@marathon-health.com	deliver
4/9/2020 16:07	Medical Solutions Unlimited Inc	medicalsolutions@hughes.net	deliver
4/9/2020 16:07	Optimal Coding and Billing Solutions LLC	ocbs.llc@gmail.com	deliver
4/9/2020 16:07	Premise Health	Clay.Elder@PremiseHealth.com	deliver
4/9/2020 16:07	ProactiveMD	lness@proactive-md.com	deliver
4/9/2020 16:07	QuadMed	kkube@quadmedical.com	deliver
4/9/2020 16:07	QuadMed	mawilterdink@quadmedical.com	deliver
4/9/2020 16:07	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	deliver
4/9/2020 16:07	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	deliver
4/9/2020 16:07	Rx View LLC	info@therxview.com	deliver
4/9/2020 16:07	The Sumlin Group Llc	mikesumlin@yahoo.com	deliver
4/9/2020 16:07	Tobii Dynavox	bidsandcontracts@tobiidynavox.com	deliver
4/9/2020 16:07	Trinity EMS Billing and Consulting	brandie@temsconsultants.com	deliver
4/9/2020 16:07	Trinity EMS Billing and Consulting	tracy@temsconsultants.com	deliver
4/9/2020 16:07	Witt O'Brien's LLC	leads@wittobriens.com	deliver
4/9/2020 16:08	Patrick Chery International	patrickchery@johnmaxwellgroup.com	deliver
4/8/2020 20:03	CareATC	paulmontgomery@careatc.com	click
4/9/2020 12:21	CareATC	paulmontgomery@careatc.com	click
4/9/2020 17:27	CareATC Inc.	chelseyhernandez@careatc.com	click
4/10/2020 8:24	Activate Healthcare	josephmiller@activatehealthcare.com	click
4/10/2020 11:18	Healthstat	David.Young@healthstatinc.com	click
5/5/2020 17:05	CareATC	paulmontgomery@careatc.com	click
4/8/2020 20:05	CareATC	paulmontgomery@careatc.com	open
4/9/2020 7:49	CareATC	paulmontgomery@careatc.com	open
4/9/2020 16:09	Activate Healthcare	josephmiller@activatehealthcare.com	open
4/9/2020 16:10	CareATC	paulmontgomery@careatc.com	open

PD 19-20.035, Onsite Employee Health Clinic Administration

4/9/2020 16:12	Concentra	kpoe@concentra.com	open
4/9/2020 16:13	QuadMed	kkube@quadmedical.com	open
4/9/2020 16:25	CELL STAFF LLC	bids@cellstaff.com	open
4/9/2020 16:30	Patrick Chery International	patrickchery@johnmaxwellgroup.com	open
4/9/2020 16:56	Brain Storm	eric@ericschnurer.com	open
4/10/2020 7:32	Businessolver	randrews@businessolver.com	open
4/10/2020 8:32	ProactiveMD	lness@proactive-md.com	open
4/10/2020 10:07	CareHere	pmcelerney@carehere.com	open
4/10/2020 12:42	Healthstat	David.Young@healthstatinc.com	open
4/10/2020 14:41	Marathon Health	jford@marathon-health.com	open
4/13/2020 10:19	Healthstat	David.Young@healthstatinc.com	open
4/13/2020 22:48	Atlas Aegis LLC	anthony.caudle@atlasaegis.com	open
4/15/2020 10:19	Concentra	kpoe@concentra.com	open
4/16/2020 14:47	Healthstat	David.Young@healthstatinc.com	open
4/28/2020 10:15	Premise Health	Clay.Elder@PremiseHealth.com	open

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18080 **County Administrator's Report 13. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Service Level Agreement and Terms of Service Agreement with ROK Technologies
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Service Level Agreement and Terms of Service Agreement with ROK Technologies, LLC, for Map Services Hosting - Horace Jones, Director, Development Services through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the Service Level Agreement and Terms of Service Agreement with ROK Technologies, LLC, for Map Services Hosting, in the amount of $12,600 annually, for a 24 month term commencing retroactively on October 1, 2019, and expiring on September 30, 2021; and

B. Authorize the County Administrator to execute the Agreements.

Vendor/Contractor	Funding	Amount
ROK Technologies, LLC	Fund 001, General Fund, Cost Center 240401, Object Code 53401	$12,600

BACKGROUND:

ROK Technologies, LLC, currently provides interactive map services and address report tool hosting for the County's website by maintaining off-site data storage and web map services for routine staff and public reporting as well as during approaching storms and other potential hazards. The initial Agreement is for a 12 month term commencing retroactively on October 1, 2019, and expiring on September 30, 2020. The total fee of $12,600 is paid on a monthly basis, at a rate of $1,050.

Pursuant to paragraph 7, if the service is terminated for convenience by the County prior to the expiration of the term, the County will be subject to an early termination fee equal to 50% of the remainder of the term, and termination within 60 days of the expiration of the term will be subject to a fee equal to the remainder of the term.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount
ROK Technologies, LLC	Fund 001, General Fund, Cost Center 240401, Object Code 53401	$12,600

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreements were reviewed and approved for legal sufficiency by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Ofice of Purchasing will issue the Agreement and Purchase Order as required.

Attachments

ROK Agreement 19-20
ROK Agreement 20-21

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CHARLESTON, SC 29407
(888)898-3404

Charlie Gonzalez
County of Escambia, FL
3363 West Park Place
Pensacola, FL 32505

ROK Technologies, LLC (ROK) is pleased to present this Service Level Agreement to County of Escambia to provide ROKMAPS/Map Services Hosting. This agreement outlines the monthly services that will be provided by ROK Technologies, LLC for County of Escambia, FL.

Services	Costs
ArcGIS Server Application / Map Service Hosting - $1,050/month	**$12,600.00**
Total Costs Year 1	**$12,600.00**

This Agreement is subject to the ROK Terms of Service Agreement.

Agreement Start Date: 10/1/19 **Agreement Type: Annual Paid Monthly**

Agreement End Date: 9/30/20

ROK Technologies, LLC

By: _____
Signature of person signing

_____ _____
Print name and title of person signing Date

CLIENT: Escambia County, FL

By: _____
Signature of person signing

Janice P. Gilley, County Administrator _____
Print name and title of person signing Date

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-03-2019

ROK TECHNOLOGIES

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ROK Terms of Service Agreement

This Terms of Service Agreement, together with the Service Level Agreement , Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties (collectively, this "Agreement") is made between ROK Technologies, LLC, a South Carolina limited liability company ("ROK") and County of Escambia, FL (collectively "you" or "your" or "I") is effective as of October 1, 2019 (the "Effective Date") and shall continue for a term of one year expiring on September 30, 2020 (the "Effective Date of Completion").

BY EXECUTING AND DELIVERING THE TERMS OF SERVICE AGREEMENT, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

1. **Definitions**

"**Acceptable Use Policy**" or "AUP" means the ROK Acceptable Use Policy as of the date you sign the Agreement, as such policy may be amended from time to time by ROK.

"**Business Day**" means 8:00 a.m. – 5:00 p.m. Monday through Friday, United States eastern time, excluding federal public holidays in the United States.

"**Confidential Information**" means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, the ROK cloud system, (ii) for ROK, unpublished prices and other terms of service, server configuration designs, and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by one of us on our own, without reference to the other's Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

"**Fees**" means the Setup Fees, Service Fees, Recurring Fees, and Non-Recurring Fees.

"**Non-Recurring Fees**" mean those fees set forth in the Agreement that are due when and if a Service is utilized, such as additional bandwidth used by you during the term of this Agreement.

"**PII**" mean Personal Identifiable Information.

"**Recurring Fees**" mean those fees set forth in the Agreement that are due on a recurring basis throughout the term of this Agreement.

"Service Fees" means the applicable billing fees for the services described in the scope of work.

"**Service Commencement Date**" means that date upon which you are given access by ROK to begin using the Services. "Service Level Agreement" means the ROK Service Level Agreement; as such agreement may be amended from time to time by ROK.

"**Services**" means those services requested by you and provided by ROK as set forth in the Agreement.

"**Setup Fees**" mean those fees set forth in the Agreement that are due and represent the initial fees necessary to initially set up and configure the Services.

"**Support**" means the telephone and other technical support provided by ROK about the Services.

2. **ROK Obligations**

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Subject to your compliance with all the terms and conditions of this Agreement, ROK shall provide the Services and Support to you during the term of this Agreement in accordance with the commitments made in the Service Level Agreement and in accordance with applicable law.

3. Your Obligations

You agree to do each of the following: (i) comply with applicable law and the Acceptable Use Policy; (ii) pay when due the fees for the Services; (iii) use reasonable security precautions in light of your use of the Services, including encrypting any PII transmitted to or from, or stored on, the ROK Services you use; (iv) cooperate with ROK's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (v) keep your billing contact and other account information up to date; and (vi) immediately notify ROK of any unauthorized use of your account or any other breach of security.

4. Fees

Your initial invoice may include any Setup Fees and the pro-rated portion of the Recurring Fees from the Service Commencement Date until expiration of the Recurrence Period. Thereafter, ROK will invoice you in advance for the Recurring Fees and in arrears for the Non-Recurring Fees at the beginning of each month.

5. Payments

Payment for Services is due within forty-five (45) days of your receipt of the invoice. Payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statues, as amended.

You must notify ROK in writing of any disputed Fees within sixty (60) days of the invoice date for such Fees. If you do not notify ROK within such period, you have waived any right to dispute such amounts, either directly or indirectly or as a set-off, or defense in any action or efforts to collect amounts due to ROK. The notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for you withholding payment. Notice of any dispute does not release you from the obligation of paying any remaining balance of the invoice under the terms specified.

Upon resolution of the dispute, ROK will apply a credit to Fees due from you or you will pay the total amount outstanding referenced in the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees beginning ten (10) days after the resolution of the dispute.

6. Suspension of Services

You acknowledge and agree that ROK may suspend providing the Services to you, in whole or in part, without liability if (i) you fail to pay the Fees due ROK for a period of sixty (60) days after the date of your receipt of the invoice, (ii) you are in violation of the Acceptable Use Policy, (iii) you fail to reasonably cooperate with ROK's investigation of any suspected breaches of this Agreement, (iv) ROK reasonably believes that the servers hosting the Services have been accessed or manipulated by a third party without your or ROK's consent, (v) ROK reasonably believes that suspension of the Services is necessary to protect the ROK environment generally, or (vi) ROK is obligated to suspend Services via subpoena, court order or otherwise as required by law. ROK may restrict access to your data stored on ROK's servers during any suspension. We will give you reasonable notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless we determine, in our reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect ROK or its other customers from imminent and significant operational or security risk. In the event of any suspension of Services pursuant to subsections (i), (ii) or (iii), you shall pay ROK a reconnection fee of $150.00 as a condition of reactivation of the Services, in addition to full payment of the balance due on the account, including late payment interest, if any. IN THE EVENT ROK TAKES ANY ACTION PURSUANT TO THIS

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SECTION, IT SHALL HAVE NO LIABILITY TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU. Nothing herein shall preclude ROK from pursuing other remedies available by statute or otherwise permitted by law.

7. Termination for Convenience

Termination for convenience of this Agreement prior to the Effective Date of Completion must be in writing. If we terminate your service for nonpayment or other default before the end of the Agreement, or if you terminate your service for any reason other than what is outlined in Section 8 below, you will be subject to an Early Termination Fee. The Early Termination Fee will be equal to 50% of the remainder of the Agreement. Termination of the Agreement within sixty (60) days of the Effective Date of Completion will be subject to an Early Termination Fee equal to the remainder of the Agreement. Early Termination Fee is calculated based from the date of termination to the Effective Date of completion and is prorated to the day. The Early Termination Fee is not a penalty, but rather a charge to compensate us for your failure to satisfy the Agreement on which your rate is based.

8. Termination for Breach without limiting your right to early termination

Pursuant to Section 7, you may terminate this Agreement in the event of a material breach by ROK upon no less than fifteen (15) days' prior written notice and opportunity to cure such material breach. Without limiting ROK's rights to suspend the Services pursuant to Section 6, ROK may terminate this Agreement in the event of a material breach by you upon no less than fifteen (15) days' prior written notice and opportunity to cure such material breach. Notwithstanding the foregoing, ROK may terminate this Agreement immediately if you violate the Acceptable Use Policy, whether you subsequently cure such violation. Expiration or termination of this Agreement shall not relieve your requirement to pay Fees for Services provided prior to the effective date of termination.

9. Migration and Deletion of Data Upon termination of Services

Content and any other data shall be deleted if notice is not received within 30 days of termination. If notice is received, data may be migrated at your expense, including charges for time and materials at ROK's standard hourly rates, and only after payment of storage fees for the period subsequent to termination.

10. Maintenance

ROK may from time to time conduct routine tests, maintenance, upgrade, or repair on any part of the network, and ROK shall use commercially reasonable efforts to give you prior notice thereof. You acknowledge that there may be instances where it is not practicable for ROK to give notice of a disruption, for example, in the event of an emergency, and ROK shall be entitled to disrupt the Services to conduct restoration and remedial works without prior notice

11. Unauthorized Access to Your Data or Use of the Services

ROK is not responsible to you for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from ROK's failure to meet its security obligations stated in the Agreement. You are responsible for the use of the Services by any employee of yours, any person to whom you have given access to the Services, and any person who gains access to your data or the Services because of your failure to use reasonable security precautions, even if you did not authorize such use.

12. Confidential Information

Each party will safeguard and keep confidential all Confidential Information of the other and will return the other's Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-termination rights under this Agreement. Each party agrees to safeguard the other's Confidential Information using measures that are equal to the standard of performance used by the Non-Disclosing party to safeguard its own Confidential Information of

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comparable value, but in no event less than reasonable care. Neither party will use any Confidential Information of the other party for any purpose except to implement its rights and obligations under this Agreement and as otherwise expressly contemplated by this Agreement; provided, however, that if any party or its representatives is requested or required to disclose any Confidential Information by a subpoena or court order, that party will promptly notify the other party (unless prohibited by such subpoena or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, any party or its representative are, in the opinion of its counsel, legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information to the person compelling disclosure as is, according to such opinion, required, without liability hereunder.

Notwithstanding the foregoing, the parties acknowledge that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statues. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event ROK fails to abide by the provisions of Chapter 119, Florida Statues, the County may, without prejudice to any other right or remedy and after providing seven days written notice, during which period ROK still fails to allow access to such documents, terminate the contract. In such case, ROK shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing ROK.

IF ROK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ROK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

13. Limited Warranty

ROK represents that it shall provide the Services in compliance with its Service Level Agreement. EXCEPT FOR THIS WARRANTY, ROK AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE, AND NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ROK SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, ROK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND SHALL HAVE NO LIABILITY WHATSOEVER, WITH RESPECT TO THE ACCURACY, DEPENDABILITY, PRIVACY, SECURITY, AUTHENTICITY, OR COMPLETENESS OF DATA TRANSMITTED OVER THE INTERNET, OR ANY INTRUSION, VIRUS, DISRUPTION, LOSS OF COMMUNICATION, LOSS OR CORRUPTION OF DATA, OR OTHER ERROR OR EVENT

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CAUSED OR PERMITTED BY OR INTRODUCED THROUGH THE INTERNET OR THE SERVERS UPON WHICH THE SERVICES ARE PROVIDED. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE FIREWALL, PASSWORD, AND OTHER SECURITY MEASURES TO PROTECT YOUR SYSTEMS, DATA, AND APPLICATIONS FROM UNWANTED INTRUSION, WHETHER OVER THE INTERNET OR BY OTHER MEANS.

14. Limitation of Liability

EXCEPT FOR ROK OR ITS LICENSOR'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT AND EXCEPT TO THE EXTENT SET FORTH IN THE SERVICE LEVEL AGREEMENT, ROK SHALL HAVE NO LIABILITY SHOULD THERE BE ANY DELAY IN THE PROVISION OF THE SERVICE. ROK AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES OR ANY DATA SUPPLIED THEREWITH OR ANY FAILURE OR DELAY IN DELIVERING THE SERVICES, EVEN IF ROK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCE SHALL ROK ASSUME ANY LIABILITY OR RESPONSIBILITY TO YOU FOR SUSPENSION OF SERVICE TO THE EXTENT PERMITTED BY THIS AGREEMENT

15. Indemnification

ROK shall defend, indemnify and hold you, your affiliates or any of your or their respective employees, agents or suppliers, harmless from and against any and all costs, liabilities, judgments, actions, losses and expenses (including, but not limited to, reasonable attorneys' fees and fees of experts) (collectively, "Losses") arising out of any threatened or actual claim, suit, action, arbitration or proceeding (collectively, "Claims") by any third party arising out of or relating to (i) ROK's gross negligence or willful misconduct or (ii) a claim that the Services as provided by ROK under this Agreement infringe upon the United States patent or copyright of a third party; provided that (a) you give ROK prompt written notice of the claim, (b) you permit ROK sole control over the defense and settlement of the claim, and (c) you reasonably cooperate with ROK in the defense and/or settlement of the claim.

16. Ownership of Intellectual Property

Software; Hardware and IP Addresses Each of us shall retain all rights, title, and interest in and to each party's respective intellectual property rights, including without limitation, all patents, inventions, trademarks, copyrights, and trade secrets. Any intellectual property used, developed, or otherwise reduced to practice in providing the Services to you shall be the sole and exclusive property of ROK and/or its licensors, unless we specifically agree in writing otherwise. You acknowledge and agree that you do not acquire any ownership interest in any of the servers or other hardware used to provide the Services hereunder. Similarly, we do not acquire any ownership interest in the content or data that you store on the servers or transmit via the Services. You acknowledge and agree that third-party software and hardware are used in the provision of Services. Accordingly, you agree to abide by the terms and conditions of any end user licenses or other agreements relating to the use of such hardware or software. You acknowledge and agree that any IP addresses that ROK may assign to you regarding the Services are registered to and owed by ROK and upon any expiration or termination of this Agreement, you agree to release and cease using any such IP addresses.

17. Miscellaneous

a.

b. Force Majeure.

ROK shall not be deemed to be in breach of this Agreement and shall have no liability hereunder if its obligations are delayed or prevented by any reason of any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any transportation or communication system, non-

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performance of any of your agents or your third-party providers (including, without limitation, the failure or performance of common carriers, interchange carriers, local exchange carriers, internet service providers, suppliers, subcontractors) or any other cause beyond its reasonable control.

c. Notice of Claim and Filing of Suit.

You must present any claim in writing to ROK within a reasonable time, and in no event longer than sixty (60) days after the event for which the claim is presented so as to permit the parties to attempt to resolve the claim. All applicable statute of limitations as established by law shall apply.

d. Notices.

Except to the extent that notices may be sent by electronic mail as specifically set forth in this Agreement, notices under this Agreement will be sufficient only if (i) mailed by certified or registered mail, return receipt requested, (ii) sent by internationally recognized overnight carrier or (iii) personally delivered. Notices shall be deemed delivered upon receipt by the other party. Notices to you shall be sent to the mailing address associated with your account. Notices to ROK shall be sent to ROK Technologies, LLC., 1 Carriage Lane #B201, Charleston, SC 29407 Attn: Legal. Either party may change their notices address by written notice to the other party.

e. Survival.

The provisions of Sections 1, 11, 12, 13, 14, 15 and 16 shall survive any termination or expiration of this Agreement.

f. Authority; Assignment.

You acknowledge that you have the authority to enter into this Agreement on behalf of your company and that you may authorize other individuals to purchase additional services. This Agreement binds any of your authorized users, as well as your successors, and assigns.

This Agreement may not be assigned by either party without the prior written consent, which shall not be unreasonably withheld or delayed.

g. Governing Law; Jurisdiction.

This Agreement is governed by the laws of the State of Florida excluding its conflicts of laws principles and venue shall be proper and shall lie exclusively in Escambia County, Florida.

h. General

This Agreement, together with the Service Level Agreement, Acceptable Use Policy, any other documents referenced herein and any amendments signed between the parties, constitutes the entire understanding between ROK and you with respect to subject matter hereof.

i. Scope of Services

ROK will provide you with application development services as mutually agreed upon and described in the attached Statement of Work. The parties may use this Agreement for multiple Statements of Work. Each Statement of Work must reference this Agreement.

Statements of Work will be written documents setting forth at a minimum:

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- A complete, sufficiently-detailed description of the types of development services to be rendered;
- The applicable billing rates for the development services to be rendered (Services Fees); and
- Any additional terms and conditions to which the parties may agree.

The parties contemplate that it may be desirable to make changes to the Statement(s) of Work. Before performing any work associated with any such change, a written Change Order shall set forth the necessary revisions to the Statement(s) of Work, and the parties, shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by you and ROK

Executive Staff of yours and ROK and will review the status of the Services, Statement(s) of Work, Change Orders, invoices and estimates as may be required. A written status report will be produced regarding the review. You and ROK agree to execute and maintain copies of these status reports.

Service Level Agreement

This Service Level Agreement (the "SLA") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This SLA defines the terms of our responsibility with respect to the Services that we provide (the "Service Commitments") and your remedies if we fail to meet these Service Commitments. This SLA and the refunds set forth herein (the "Service Credits") represent ROK's sole obligation and your sole remedy for our failure to meet such Service Commitments. The Service Commitments under this SLA are as follows:

Network Uptime

ROK guarantees 99.9% network uptime for our public Internet network, excluding scheduled maintenance. Notwithstanding the foregoing, you recognize that the internet is comprised of thousands upon thousands of autonomous systems that are beyond the control of ROK. This SLA and the 99.9% Network Uptime Service Commitment cover the provision of access by ROK to the global internet "cloud". Routing anomalies, asymmetries, inconsistencies, and failures of the Internet outside of the control of ROK can and will occur, and such instances shall not be considered any failure of the 99.9% Network Uptime Service Commitment. ROK proactively monitors network uptime. The results of these monitoring systems shall provide the sole and exclusive determination of network uptime

Infrastructure Uptime

ROK guarantees that the critical infrastructure systems will be available 99.9% of the time in each month, excluding scheduled maintenance. Critical infrastructure systems include all power and HVAC infrastructure, including UPS, PDU and cabling. Critical infrastructure systems do not include any software or services running on a server, nor do they include any server hardware. ROK proactively monitors infrastructure availability. The results of these monitoring systems shall provide the sole and exclusive determination of infrastructure availability.

Host Uptime

ROK guarantees the functioning of all server hosts, including compute, storage, and hypervisor. If a server host fails, we guarantee that restoration or repair will be complete within one hour of problem identification. If a server

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migration is required because of server host degradation, we will notify you at least 24 hours in advance of beginning the migration, unless we determine, in our reasonable judgment, that we must begin the migration sooner to protect your server data. Either way, we guarantee that the migration will be complete within three hours of the time that we begin the migration. ROK proactively monitors host uptime. The results of these monitoring systems shall provide the sole and exclusive determination of host uptime.

Backup Responsibility

ROK performs database backups nightly as part of this agreement. Static web applications are backed up on a weekly basis.

ROK may modify any aspect of this SLA upon thirty (30) days' prior notice. Should you wish to terminate this Agreement because of such modification, you may do so by sending a notice of termination via an email to sales@roktech.net any time prior to the effective date of such modification and no Early Termination Fees will apply. Absent such termination notice, the modified SLA shall apply from the effective date for as long as you continue to retain Services from ROK.

Acceptable Use Policy

This Acceptable Use Policy (the "Policy" or "AUP") is an integral part of your agreement with ROK Technologies, LLC, a South Carolina limited liability company ("ROK") for the provision of services (collectively the "Services") set forth on the ROK Terms of Service Agreement.

This Policy is designed to help protect ROK's customers from irresponsible and/or illegal activities. The Policy is a non-exclusive list of the actions prohibited by ROK, and ROK reserves the right to modify the Policy at any time, effective upon notice to you. ROK reserves the sole and absolute right to interpret, apply, define, and implement this Policy.

Illegal Use

Any use of ROK Services in a manner which is defined or deemed to be statutorily illegal is a direct violation of ROK's AUP. This includes, but is not limited to: death threats, terroristic threats, threats of harm to another individual, multi-level marketing scheme, "Ponzi schemes", invasion of privacy, credit card fraud, racketeering, defamation, slander, and other common illegal activities.

Export Regulations

You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom ROK is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, or as otherwise prohibited by law, nor may you provide administrative access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations.

Offensive Content

You may not use any ROK Service to distribute content or links to content that ROK reasonably believes:

- Constitutes, depicts, fosters, promotes, or relates in any manner to adult content, including, without limitation, child pornography, bestiality, or nonconsensual sex acts;

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- Is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- Is unfair or deceptive under the consumer protection laws of any authority, including chain letters and pyramid schemes;
- Is defamatory or violates a person's privacy;
- Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with an investigation by law enforcement;
- Improperly exposes trade secrets or other confidential or proprietary information of another person;
- Is intended to assist others in defeating technical copyright protections;
- Infringes on another person's copyright, trade, or service mark, patent, or other property right;
- Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to ROK;
- Is otherwise malicious or fraudulent, or may result in retaliation against ROK by offended recipients; or
- Is intended to harass or threaten.

Child Pornography

ROK has a zero-tolerance policy on child pornography and related sites. The hosting of child pornography or related sites or contact information is in direct violation of federal law and ROK's AUP.

Denial of Service

ROK absolutely prohibits the use of services or network services for the origination or control of denial of service ("DoS") attacks or distributed denial of service ("DDOS") attacks. Any relation to DoS or DDoS type activity is a direct violation of ROK's AUP.

Server Abuse

Any attempts to undermine or cause harm to an ROK server or subscriber of ROK is strictly prohibited including, but not limited to:

- Logging into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services or information not intended for you or your use without the consent of the owner;
- Tampering, hacking, modifying, or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines with the
  intent or effect of damaging, destroying, disrupting, or otherwise impairing a computer's functionality or the operation of the ROK's systems;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interfering with, intercepting, or expropriating any system, data, or information which you do not have the right to access; and
- Interfering with service to any user, host or network including, without limitation, by means of overloading, "flooding," "mailbombing," or "crashing" any computer system.

You agree that we may quarantine or delete any data stored on the ROK network if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the network or other customers' data that is stored on the network.

IRC

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We do not allow IRC, Egg Drops, BNC, or IRC bots to be operated on our servers or network. Files with references to IRC or any likeness thereof are prohibited. Also, any program that acts like an IRC server or that provide chat functions that run as background processes are not allowed.

Proxies

We do not allow proxy servers of any kind, whether for personal or business use. Files with references to any proxy or likeness thereof are prohibited.

Game Servers

We do not allow game servers (dedicated game server programs) of any kind.

Fraudulent Activities

ROK prohibits utilizing dedicated services or network services for fraudulent activities. Participation in fraudulent activities is in direct violation of state and federal law and ROK's AUP.

Distribution of Malware

ROK prohibits the storage, distribution, fabrication, or use of malware including virus software, root kits, password crackers, adware, keystroke capture programs and other programs normally used in malicious activity; provided, however, programs used in the normal ordinary course of business are deemed acceptable. As an example, a security company hosting at ROK analyzes the latest root kit for new security analysis/software.

Phishing

ROK strictly prohibits any activity associated with phishing or systems designed to collect personal information (name, account numbers, user names, passwords, etc.) under false pretense. Splash pages, phishing forms, email distribution, proxy email or any relation to phishing activities will result in immediate removal.

HYIP or Ponzi Schemes

High Yield Investment Plans or Ponzi schemes with the intent to defraud end users are illegal and not allowed on the network. This includes hosting, linking, and/or advertising via email websites or schemes designed to defraud.

You may not attempt to probe, scan, penetrate or test the vulnerability of an ROK system, subsystem, or network or to attempt to breach security or authentication measures, whether by passive or intrusive techniques, without ROK's express written consent.

IP Address Usage

You may only use IP addresses assigned to you by ROK about your ROK Services. You agree that if the ROK IP addresses assigned to your account are listed on an abuse database, you will be in violation of this AUP, and ROK may take reasonable action to protect its IP addresses, including suspension and/or termination of your Service, regardless of whether the IP addresses were listed because of your actions.

Bulk Mail

You may not use any ROK Service to send Bulk Mail. "Bulk Mail" means email messages of similar content that are sent to more than two hundred and fifty (250) recipients. Attempts to circumvent this restriction by breaking up bulk email over time, using multiple accounts, or other means will be a violation of this restriction. A mail message sent to other users within your domain names hosted on the ROK system is not considered Bulk Mail.

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Unsolicited Mail

You may not send unsolicited email. Email is unsolicited if you have no pre-existing relationship with the recipient, unless the recipient has published or otherwise provided his or her email address in a manner which implies consent to receive the email. You may not send email of any kind to a person who has indicated that they do not wish to receive it. Any such email shall comply with all laws and regulations, including without limitation, the CAN SPAM Act.

Message Source

You may not obscure the source of your email in any manner, including by intentionally omitting, forging, or misrepresenting messages headers or return addresses.

Email Abuse Complaints

Complaints from email recipients and third-party abuse agencies (e.g. SpamHaus or Spamcop) shall be deemed proof of the facts stated therein unless you provide compelling evidence to the contrary. ROK shall have the right to terminate your mail service if we receive excessive or repeated complaints from your email recipients, regardless of whether you are in breach of this AUP or are otherwise at fault.

UseNet SPAM

The use of dedicated services to send, receive, forward, or post UseNet unsolicited email or posts is a direct violation of ROK's AUP. This includes UseNet services located within the ROK network or unrelated third-party networks.

Contact Information Filed with Domain Name Registrar

You must have valid and current information on file with your domain name registrar for any domain hosted on the ROK network. You agree that if you register a DNS record or zone on ROK managed or operated DNS servers or services for a domain of which you are not the registrant or administrative contact according to the registrar's WHOIS system, that, upon request from the registrant or administrative contact according to the registrar's WHOIS system, ROK may modify, transfer, or delete such records or zones

You, the customer, acknowledge that to facilitate efficient server management, inventory, and related activities, the ROK servers may include an ROK administrative account and password and/or an ROK daemon. All reasonable precautions are made by ROK to maintain the security of these tools and the privacy of client data. You will not tamper, hinder, delete or in any way change the functioning of these tools.

Disclosure to Law Enforcement

Occasionally, ROK is required by law to submit customer information to law enforcement officials when presented with a valid subpoena or order from a court or governmental entity. Information requested is disclosed as directed pursuant to the subpoena or order. ROK utilizes great care in keeping customer information safe and private and will only release information have described in the subpoena order. ROK will notify customer of the information request to the extent permitted by the subpoena or order.

Reporting Violation of the Acceptable Use Policy

ROK accepts reports of alleged violations of this AUP via techops@ROK-us.com. Reports of alleged violations must be verified and include name, contact information, IP address, and description of the violation. ROK owes no duty

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to third parties reporting alleged violations; provided, however, ROK will use commercially reasonable efforts to review all verified third-party reports and will take appropriate actions.

Disclaimer: ROK retains the right, at its sole discretion, to refuse new service to any individual, group, or business. ROK also retains the right to discontinue service to customers with excessive and/or multiple repeated violations. No credit will be available under ROK's Service Level Agreement for interruptions of service resulting from AUP violation.

IN WITNESS WHEREOF, the parties hereto have caused this ROK Terms of Service Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, on the respective dates under each signature below.

Escambia County, FL **ROK Technologies, LLC.**

By:_____ By:_____

Name Janice P. Gilley _____ _____

Title__County Administrator___ Title:_VP of Sales/Marketing_____

Date_____ Date:_____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 10-03-2019

Service Level Agreement Renewal

CLIENT: ESCAMBIA COUNTY, FL

The Service Level Agreement and associated addendums entitled**: ROKMAPS and ArcGIS Server Hosting Agreement** between ROK Technologies and Escambia County, FL will be renewed for the following term:

Start Date	10/1/2020
End Date	9/30/2021

SERVICES AND INFRASTRUCTURE

Services	
Services	
ROKMAPS and ArcGIS Server Hosting	

COST OF SERVICES

Services and Pricing	
Services	**100% Dev Environment Uptime**
ArcGIS Server Hosting	$1,050 per month
Total Annual Cost	$12,600.00

Proactive and Reactive Support overages are billed at a rate of $200 per hour at the end of each month. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days late from the date invoiced and can result in suspension of service.

Service Level Agreement Renewal

CLIENT: ESCAMBIA COUNTY, FL

PAYMENT TERMS

PLEASE SELECT YOUR DESIRED FREQUENCY FOR BILLING:

MONTHLY ____

ANNUALLY___

Acceptance

The undersigned parties acknowledge their acceptance of this Agreement described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SLA and enter into this Agreement on behalf of their respective organizations.

Accepted By:

	ROK Technologies, LLC		Client
Signature	Alexandra Coleman	Signature	
Printed Name	Alexandra Coleman	Printed Name	
Title	VP Executive of Sales	Title	
Date	6/22/2020	Date	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18148 **County Administrator's Report 13. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 07/02/2020
Issue: Reallocation of Reserve Funds - Mass Transit Fund 104
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Reserve Funds to ITL Solutions Inc., Mass Transit Fund 104 - Tonya Ellis, Mass Transit Director

That the Board approve the reallocation of reserve funds from Fund 104, in the amount of $300,000 for ITL Solutions Inc. This action will recognize the Board approved $200,000 for supplemental insurance payments and an additional $100,000 to cover Non-ADA trips that have exceeded the budget in the current contract through the end of the current fiscal year, for a total of $300,000:

Account Title	Cost Center	Account Code	Amount
Reserves	320401	59801	-$300,000
Non-ADA Paratransit	320406	53416	$300,000

[Funding Source: Fund 104, Mass Transit, Cost Center 320401, Account 59801, Reserves]

BACKGROUND:

At a regular scheduled Board meeting on December 5, 2019, the Board approved a payment to ITL Solutions Inc., the Contractor for PD 16-17.058, Paratransit Services, in the amount of $200,000, to supplement the increase in Insurance Premiums on the Escambia County vehicles that ITL leases to operate paratransit services under the terms of the Contract.

An additional $100,000 is needed to cover Non-ADA trips that have exceeded the budget in the current contract through the end of the current fiscal year.

A monthly cap will be implemented on Non-ADA trips to ensure that paratransit services remain within budget constraints.

BUDGETARY IMPACT:

Funding is currently available in Fund 104, Mass Transit, Cost Center 320401, Account 59801, Reserves.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No additional personnel are required as a result of this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Budget Amendment will be forwarded to the Office of Management and Budget to reallocate the funds to the appropriate Cost Center. ECAT department staff will implement a monthly cap on Non-ADA trips to ensure that paratransit services remain within budget constraints.

Attachments

Budget Amendment
Previous Board Action

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number # 154

Approval Authorities	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From: Fund 104 / Mass Transit Fund / Mass Transit
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Reserves		320401	59801	300,000
Total				**$300,000**

Transfer To: Fund 104 / Mass Transit Fund / Mass Transit
Fund/Department

Account Title	Project Number	Cost Center	Account Code	Amount
Non ADA Paratransit		320406	53416	300,000
Total				**$300,000**

Detailed Justification:
Moving funds as the Board approved a $200,000 contribution toward the insurance premiums of ITL Solutions which wasn't budgeted. Also, funds are needed due to Non ADA trips are averaging $20,000 more a month than budgeted. This is door to door transportation for essential trips to doctors, dialysis and work.

This amendment does not increase the FY2019/2020 Budget.

6/18/20
Budget Analyst

10/18/2020
Budget Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17214 **County Administrator's Report 13. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 12/05/2019
Issue: Amendment of Agreement for Re-Solicit Operator for Paratransit Services
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Re-Solicit Operator for Paratransit Services - Tonya Ellis, Director, Mass Transit through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for PD 16-17.068, Re-Solicit Operator for Paratransit Services between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, in the amount of $200,000, for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements retroactive to October 1, 2019.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

BACKGROUND:

On August 17, 2019, the Board approved an Agreement between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, per the terms and conditions of Innovative Transport and Logistics Solutions, LLC, for three years, with two (1) year renewals. Compensation was approved on a trip basis as follows:

	Ambulatory	WheelChair
Year 1	$28.85	$40.72
Year 2	$29.07	$41.03
Year 3	$30.07	$42.46

Year 4	$31.04	$43.82
Year 5	$32.20	$45.46

December 14, 2017, the County also entered into a Lease Agreement for Paratransit Vehicles with the Operator ITL Solutions, LLC. Both the Paratransit Agreement, PD 16-17.068, and the December 2017, Paratransit Vehicle Lease Agreement between Escambia County, Florida, and ITL Solutions require that the operator shall purchase and maintain liability and worker's compensation insurance on the vehicles utilized in providing paratransit services on behalf of Escambia County. Twenty-seven of the paratransit vehicles insured were purchased with Florida Department of Transportation (FDOT) Grant funds. Escambia County and FDOT are contractually required to be identified as additionally insured and certificate holders on the certificate of insurance for the vehicle insurance policy.

On October 1, 2019, ITL Solutions, LLC, contractually notified the Mass Transit Department staff regarding the recent substantial insurance premium increase for the Escambia County Community Transportation paratransit vehicles. County staff and Harold Griffin of ITL Solutions met on several occasions to find a resolution. On October 15, 2019, ITL Solutions' insurance broker, Beck Properties, provided documentation of the certificate of insurance and the insurance premiums to county staff.

The increase for the 2019 insurance policy was $715,330.86, which was much higher than the $227,205.75 for the 2018 insurance premium. The financial effect of the $488,125.11 difference of between the 2018 and 2019 insurance premiums would cause a significant detrimental impact on the ITL Solutions, LLC, who operate the much-needed paratransit services to the most vulnerable citizens of Escambia County.

Mass Transit staff was directed at the November 18th BOCC Meeting to bring the agenda item concerning the vehicle insurance premium to the next board meeting. ITL Solutions, LLC is requesting that Escambia County supplement the payment of the paratransit vehicle insurance premium in the amount of $200,000, to assist in the reduction of the adverse financial impact on the portion the paratransit services for the citizens of Escambia County.

BUDGETARY IMPACT:

Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999. Chapter 46, Finacne, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Amendment of Agreement.

Attachments

October 15, Beck Properties Email

2019 ITL Solutions Certificate of Insurance

2019 ITL Solutions Vehicle Insurance Policy Allocation

2019 ITL Solutions Vehicle Insurance Policy Transactions

Amendment of Agreement - Paratransit Services

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

35. Recommendation: That the Board approve and authorize the County Administrator to execute the Amendment of Agreement for PD 16-17.068, Re-Solicit Operator for Paratransit Services between Escambia County, Florida, and Innovative Transport and Logistics Solutions, LLC, in the amount of $200,000, for year three of the original Agreement in order to offset the increase in vehicle insurance costs to be paid in monthly reimbursements retroactive to October 1, 2019.

[Funding: Fund 104, Mass Transit, Cost Center 320401, Object Code 53401/56404]

Motion: Move number 35 in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried 3-0 with Commissioner May not yet in attendance and Commissioner Barry abstaining and filing Form 8b Memorandum of Voting Conflict for County, Municipal, and Other Public Officers

III. FOR DISCUSSION

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

   A. My Brothers and Sisters, in the amount of $2,500;

   B. Men's Barn Meeting, Inc., in the amount of $4,000;

   C. Pace Center for Girls, in the amount of $25,000;

   D. Junior Achievement of Northwest Florida, Inc., in the amount of $10,000; and

   E. A Will & Way, Inc., in the amount of $1,000.

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

(Continued on Page 48)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18100 **County Administrator's Report 13. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/02/2020
Issue: Acquisition of Real Property For The Kingsfield Road Extension Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property for the Kingsfield Road Extension Project - Joy Jones, P.E., Engineering Department Director

That the Board approve by super-majority the following action regarding the acquisition of real property and associated ancillary costs for the Kingsfield Road Extension Project:

A. Authorize the purchase of the following parcels; and

Property Owner	Property Address	Parcel Size Needed in Sq. Ft.	Acquisition Cost
Brown, Dyllan	1561 W Kingsfield Rd	1,501	$11,007
Faircloth, Anthony & Gail	1805 W Kingsfield Rd	102	$1,214
Johnson, Michael & Amber	1866 W Kingsfield Rd	5,588	$42,166
Iannone, Kathi	1850 W Kingsfield Rd	1,761	$12,327
JLNLJ Kingsfield, LLC	1650 W Kingsfield Rd	3,744	$30,708
Toole, Kenneth & Kathleen	820 Westmoreland Ln	2,576	$20,000
York, Catherine (trust)	1865 W Kingsfield Rd	1,434	$12,538

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

Beulah Sector Plan Road	Fund 352,	Cost Center	Object Code 56101/56301	Project Number	Total $129,960

Extension	LOST III	210107		11EN1405	

These properties are located in Commission District 5.

BACKGROUND:

The acquisition offers in the table above consist of $7.00 per square foot for the land and $500 for each tree impacted by the project. Fences impacted will be removed and replaced (like for like) during construction. However, Mr. and Mrs. Johnson are currently upgrading and relocating their fence, so their offer includes compensation for relocation of a fence similar to the existing structure.

The West Kingsfield Road Extension Project will improve a portion of the existing West Kingsfield Road, west of County Road (CR) 97, and construct an extension of West Kingsfield Road further west.

The current West Kingsfield Road, west of CR 97 is 18 feet wide with an annual average daily traffic (AADT) count of 1170 vehicles per day. Even though is it a local road, it functions as a collector road.

The Project will improve safety, provide for the future connection to the I-10 Interchange and accommodate both rural and urban communities. The rural section will begin a half mile west of CR 97 and continue westerly to a point connecting to Florida Department of Transportation's (FDOT) future Beulah Road Extension. Improvements will consist of 12 foot travel lanes, six foot paved shoulders, and open grass swales/ditches for stormwater conveyance. Right of way widths will vary from 60 – 200 feet wide.

These acquisitions are related to the urban section, which will begin at CR 97 and continue westerly for approximately a half mile.This section consists of 12 foot travel lanes with curb and gutter on each side of the road, an underground stormwater system, and six foot sidewalks on the south side of the road.The right of way for this section will vary from 50 – 72 feet wide.

There will also be utility improvements for water infrastructure, natural gas, and sanitary sewer.

BUDGETARY IMPACT:

Beulah Sector Plan Road Extension	Fund 352 LOST III	Cost Center 210107	Object Code 56101/56301	Project Number 11EN1405	Total $129,960

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office will prepare the closing documents and conduct the closing for the purchase of these properties. The Contracts for Sale and Purchases will be approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances.

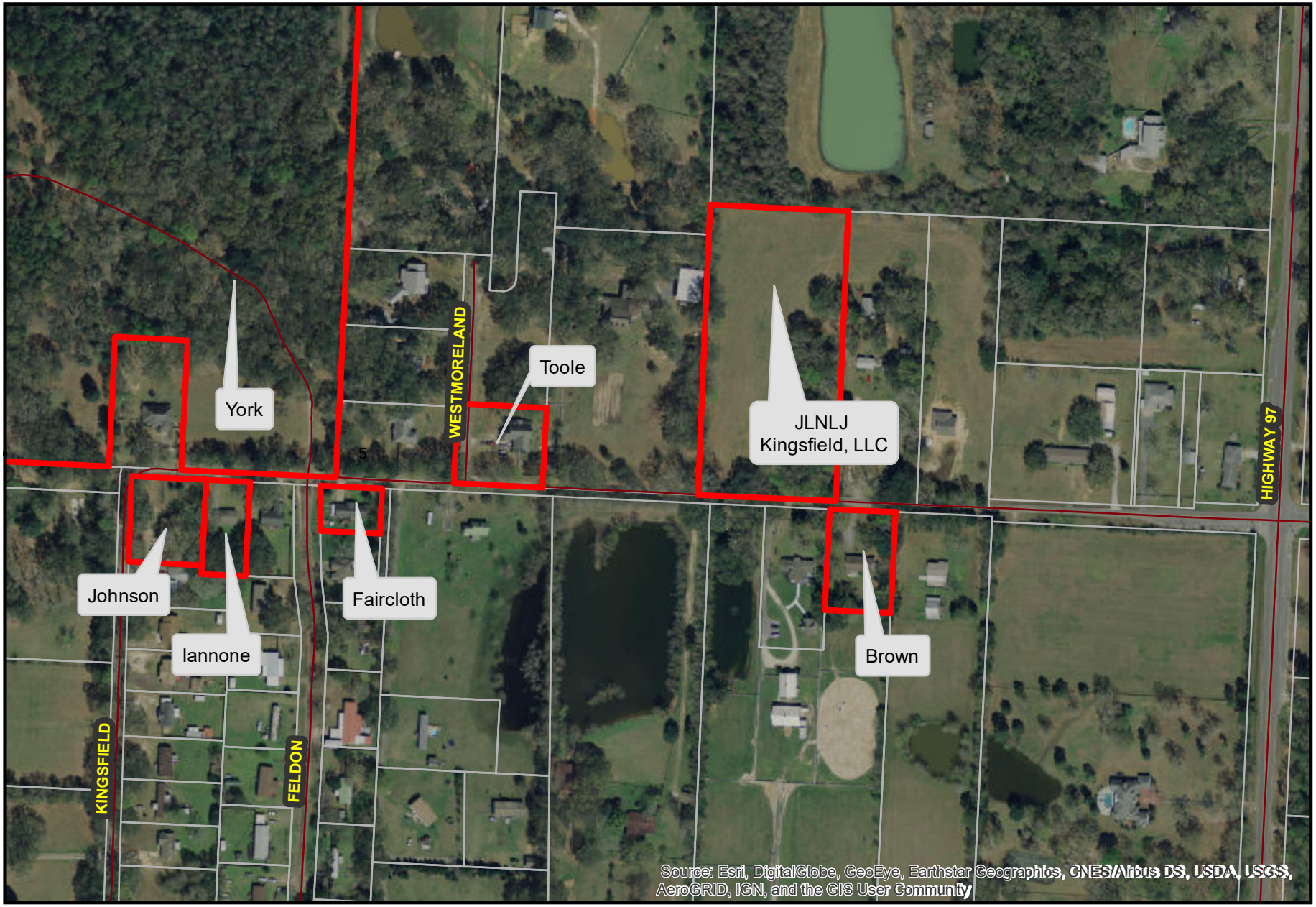
IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Acquisition Map

West Kingsfield Road



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 6/22/2020 DISTRICT 5

N

Parcels Involved

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18116 **County Administrator's Report 13. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/02/2020
Issue: Appointment to the Affordable Housing Advisory Committee
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia Pensacola Affordable Housing Advisory Committee - Clara Long, Neighborhood & Human Services Department Director

That the Board appoint one of the following individuals to serve the remaining three year term on the Escambia Pensacola Affordable Housing Advisory Committee (AHAC) as a member who represents advocacy for low income persons in connection with affordable housing, to replace Frances Cutshaw who resigned from the position, and to serve the remainder of the term through September 30, 2021:

A. Adrienne Hatzenbeler; OR
B. Justin Williams.

Ms. Hatzenbeler and Mr. Williams responded to the General Alerts posted on the County's website on January 31, 2020; February 20, 2020; and May 18, 2020, seeking residents interested in volunteering to be considered for an appointment on the AHAC.

BACKGROUND:

Florida Statutes Section 420.9076 requires that local governments that receive State Housing Initiatives Partnership (SHIP) Program funds establish an Affordable Housing Advisory Committee (AHAC) and adopt by Resolution members to serve on the committee. In 2018, the Board and City Council re-established the AHAC under Resolution 2018-88 and appointed members to serve on the committee. This Recommendation will appoint a member to serve the remainder of Ms. Cutshaw's term through September 30, 2021, who

has resigned. The Applications are provided.

The AHAC is charged with evaluating established policies and procedures, Ordinances, land development regulations, and adopted local government Comprehensive Plans as it effects affordable housing and submit a report recommending any changes every three years at a minimum. The County and the City of Pensacola jointly receive SHIP funding, implementing programs jointly through an Interlocal Agreement. Therefore, members appointed by the AHAC must be mutually approved by the Board of County Commissioners and the Pensacola City Council.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

The State rule requires that the housing and planning sections of the responsible local government(s) provide administrative support for the AHAC. In this instance, support will be provided jointly by the Neighborhood Enterprise Division (NED) and the City of Pensacola Housing Office, with support from the County Developmental Services Department and City Planning and Development Services as needed.

POLICY/REQUIREMENT FOR BOARD ACTION:

The AHAC was re-established by Resolution in 2018. Escambia County and the City of Pensacola jointly operate the SHIP Program through an Interlocal Agreement and therefore, both entities must approve the appointments to the AHAC. All appointments must be in accordance with F.S. 420.9076.

IMPLEMENTATION/COORDINATION:

NED will coordinate with the City of Pensacola Housing Office in implementation of this request.

Attachments

AHAC Application-Hatzenbeler

AHAC Application-Williams J

AFFORDABLE HOUSING ADVISORY COMMITTEE
Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department
Neighborhood Enterprise Division
Attention: Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, FL 32502

The deadline for application submittal is FEBRUARY 28, 2020.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

The committee is seeking to fill vacancies to the following categories as outlined in Florida Statutes. Please indicate your interest by checking below:

INTEREST	POSITION
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
X	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Salutation	First Name	Middle Initial	Last Name
Ms.	Adrienne	L.	Hatzenbeler

Street Address	City, State, Zip
1081 Freeboard Blvd.	Pensacola, Florida 32507

Home Phone	Cell Phone	Email Address
N/A	248-778-6500	ahatzenbeler@gmail.com

EMPLOYMENT DATA

Greystone	
Name of Employer	
1081 Freeboard Blvd.	Pensacola, Florida 32507
Street Address	City, State, Zip
540-359-7035	a.hatzenbeler@greyco.com
Work Phone	Work Email Address

Which method do you prefer to be contacted? E-mail

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Notary Public	08/02/2013	State of Michigan

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes X No _____

If yes, please explain:

My husband, Christian Hatzenbeler, is employed by Snap Soccer and Perdido Bay Football Club. It is my understanding that these non-profit organizations work with Escambia County Parks & Rec. to utilize the facilities at Baars Athletic Field Complex located at 13075 Sorrento Road, Pensacola, Florida 32507.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
1995-1998	Boise State University - Criminal Justice Studies
2015-Current	Central Michigan University -BS Community Development w/ Concentration in Public Administration.

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes X No_____

If yes, continuous resident since (year) _____

Are you currently serving, or have you ever served, on a board or committee?

Yes_____ No X

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	**BOARD/COMMITTEE**

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ✓ Agriculture and/or land-ownership interest
- ✓ Banking
- ✓ Business/Industry
- ✓ Building, Development and/or Real Estate
- ___ Civic Activism
- ✓ Community Design, Planning, and/or Engineering
- ___ Education and Academia
- ✓ Engineering/Surveying
- ✓ Environmental and/or Conservation
- ✓ Land Use Law
- ___ Neighborhood and/or Civic Associations
- ✓ Planning
- ___ Recreation
- ___ Rural Development
- ___ Transportation
- ___ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

By holding key positions throughout my career, I have gained advanced knowledge of many of the processes needed to develop, finance, and manage affordable housing projects. I have been working directly with the Housing of Urban Development for the last five years as a liaison between both non-profit and for-profit owners of multifamily and healthcare properties. As a result, I have built an extended network of contacts in the Affordable Housing industry. Additionally, I have been involved in numerous redevelopment projects on a national level. These complicated transactions include LIHTC and tax-exempt bonds, Brownfield tax credits, and many unique City Ground Lease structures.

Can you attend meetings if they are held (check all that apply):

☒ Mornings ☒ Afternoons ☒ Evenings

Why do you want to serve on the Committee?

I recently moved from a suburb of Detroit, Michigan to Pensacola, Florida. One of the first things I noticed when I arrived is that there were many areas of blight in the City. In my career, while living in Michigan, I was involved in the financing of many of the Affordable Housing projects that were placed in Detroit while the City was undergoing redevelopment. I would love to share my ideas of how to redevelop certain areas. I can connect Developers with low-cost HUD programs that would be both beneficial to the Developer and the community. I feel that affordable housing should be available to everyone regardless of their income which is why I chose to shift my focus from commercial lending to HUD financing only in 2015 and now work strictly with HUD, specializing in affordable housing.

What do you hope to accomplish by serving on this Committee?

I am passionate about helping people and I noticed there is a large homeless population in this area. I wonder if this is an issue that can be solved by developing more affordable housing. Or do we need to better educate the community on the affordable housing that is available? I think my expertise of in this area would make me a strong asset to the committee and I would be happy to share my thoughts and ideas if I am chosen to be a part of the team!

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

A. Hatzenbeler — February 29, 2020

Applicant's Signature — Date

AFFORDABLE HOUSING ADVISORY COMMITTEE
Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to:

Escambia County Neighborhood & Human Services Department
Neighborhood Enterprise Division
Attention: Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, FL 32502

The deadline for application submittal is JUNE 18, 2020.

Important: Please fill in all items requested completely. All information will be Public Record if appointed.

The committee is seeking to fill vacancies to the following categories as outlined in Florida Statutes. Please indicate your interest by checking below:

INTEREST	POSITION
	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
✓	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

PERSONAL DATA

Salutation	First Name	Middle Initial	Last Name
Mr	Justin	T.	Williams

Street Address	City, State, Zip
6537 White Oak Dr.	Pensacola, FC 32503

Home Phone	Cell Phone	Email Address
N/A	850-291-0400	jtwsells@gmail.com

justin@gulfcoastyachtgroup.com

EMPLOYMENT DATA

Gulf Coast Yacht Group
Name of Employer

400 Pensacola Beach Blvd. Pensacola Beach, FL 32561
Street Address City, State, Zip

850-898-2242 juston@gulfcoastyachtgroup.com
Work Phone Work Email Address

Which method do you prefer to be contacted? email + cell

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Real Estate Salesman	12-1-2014	Florida, DBPR
Yacht and Ship Employing Broker	5-13-2004	Florida, DBPR
U.S. Merchant Marine Officer, Master	9-30-2019	USCG
Yacht Management Consultants LLC owner		State of Florida

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ✓ No ~~✓~~ JW

If yes, please explain:
I do business with Section 8 Choice Voucher Program as a Landlord.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION	
Present	Pensacola Bay Game Fishing Club	Board Member
2016 to Present	International Yacht Fishing Association	
Present	Realtor Association	

Are you a resident of Escambia County? (*Members MUST be a resident of Escambia County*)

Yes ✓ No _____

If yes, continuous resident since (year) Birth

Are you currently serving, or have you ever served, on a board or committee?

Yes _____ No ✓

If yes, please state the name of the Board or Committee and the dates served:

DATES SERVED	BOARD/COMMITTEE
N/A	

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

___ Agriculture and/or land-ownership interest
___ Banking
___ Business/Industry
✓ Building, Development and/or Real Estate
___ Civic Activism
___ Community Design, Planning, and/or Engineering
___ Education and Academia
___ Engineering/Surveying
___ Environmental and/or Conservation
___ Land Use Law
___ Neighborhood and/or Civic Associations
___ Planning
___ Recreation
___ Rural Development
___ Transportation
___ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I'm a landlord managing Section 8 Choice Voucher housing. Since 2005!

Can you attend meetings if they are held (check all that apply):

☐ Mornings ☐ Afternoons ☐ Evenings Flexable

Why do you want to serve on the Committee?

To learn more about how funds are awarded ect.

What do you hope to accomplish by serving on this Committee?

Better understanding of Section 8 Choice Voucher Program.

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

[signature] 6-16-2020

Applicant's Signature Date

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18118 **County Administrator's Report 13. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/02/2020
Issue: Local Government Area of Opportunity funding for Housing Tax Credit Applications
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Area of Opportunity Funding for Housing Tax Credit Applications - Clara Long, Neighborhood & Human Services Director

That the Board take the following action concerning Local Government Area of Opportunity funding for Housing Tax Credit Applications through the Florida Housing Finance Corporation (FHFC):

A. Support the provision of funds for a Local Government Area of Opportunity, in the amount of $460,000, as required by RFA 2020-201 Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties, to support one multi-family development application; and

B. Approve the local Application form and timelines; and

C. Support the provision of an additional $50,000 for developments providing homeless or special needs set aside units.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

BACKGROUND:

In May 2017, the Board authorized an application process for developers seeking a minimum local government contribution in order to apply for housing tax credits through the Florida Housing Finance Corporation (FHFC) competitive tax credits cycle. For this fiscal year, FHFC is not requiring developers to secure a local government contribution as a mandatory component of the application for the 9% Housing Tax Credit applications under RFA 2020-201 Housing Credit Financing

for Affordable Housing Developments located in Medium and Small Counties.

It is anticipated that FHFC will release the request for applications (RFA) in August 2020 for RFA 2020-201, with Applications due in November 2020. FHFC has set several special funding goals for this RFA, which would give developments a priority for funding if they meet one of the goals. The statewide goals this year include five developments that qualify for the Local Government Area of Opportunity; two family developments that qualify in a geographic area of opportunity or small area difficult to develop areas; one development that is part of a local revitalization initiative; one development within 0.5 miles of a SunRail station; and one development 100% owned by a not for profit.

The Local Government Area of Opportunity preference requires a local government to support one development and commit to providing a minimum funding amount based on County size. This year, the minimum funding commitment for a development in Escambia County will be $460,000. Funding would be available from the State Housing Initiatives Partnership (SHIP) program.

The Application included with this Recommendation has been updated from prior years to reflect current dates, deadlines, and RFA numbers. The Application has also been updated to exclude developments located Census Tract 16 as it qualifies as a RECAP (Racially and Ethnically Concentrated Areas of Poverty) area. As part of the application process approved by the Board, no developments will be approved for funding in RECAP areas. Staff is proposing submission of the local Application by September 18, 2020, in order to place the item on the October 15, 2020, Board agenda for Board consideration.

The provision of an additional $50,000, in addition to the funding for the Local Government Area of Opportunity, has been included to encourage the set aside of two units in developments for a homeless or formerly homeless individual or household or a special needs household as an optional election by the developer. If funding is awarded by FHFC, the developer proposing the homeless set aside would be required to receive referrals from Opening Doors Northwest Florida as the local Continuum of Care (COC) for the units and execute an Agreement or Memorandum of Understanding with Opening Doors, in addition to the Agreement that will be executed with the County. The units must be reserved for extremely low income households and the rent limit cannot exceed the 30% rent limits based on bedroom size. Provision of a homeless or special needs set aside enables the County to help meet SHIP mandated extremely low income and special needs set asides, as well as help provide the COC support in its competitive HUD COC funding application by showing that the area is seeking to provide units for homeless households transitioning out of supportive housing.

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state. The development selected as the County's Local Government Area of Opportunity will receive a preference for funding; however, only five of these developments will be funded statewide.

Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded financing through FHFC during this application cycle.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Review of the application process, including proposed changes, must be approved by the Board. Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will post the Application online and will review applications with the support of other County departments including Development Services.

Attachments

RFA 2020-201 Draft Application

ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT AREA OF OPPORTUNITY
FOR FHFC HOUSING TAX CREDITS
[RFA 2020-201]

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the Local Government Area of Opportunity Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2020-201 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties.

This application and supporting documents may be found online at: https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Any funding to be provided by Escambia County State Housing Initiatives Partnership (SHIP) Program and/or Escambia County Affordable Housing program funds will be available only for proposals that meet the County's criteria. Successful applicant must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided. Only one application will be supported for the Local Government Area of Opportunity.

Escambia County funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms. Escambia County reserves the right to amend and/or rescind this funding opportunity at any time prior to the final award and approval of any contract by the Board of County Commissioners.

HOMELESS/SPECIAL NEEDS SET ASIDE FUNDING:

For developments that commit a set aside of TWO (2) units for a homeless or special needs household, an additional $50,000 will be provided by the County over and above the minimum contribution required by FHFC. The units must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on the units must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC. The developer may set aside two homeless units, two special needs units, or one of each; the set aside unit requirement is TWO units total.

For homeless units, the developer must commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds.

For special needs units, the developer would need to commit to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran's Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

The current 30% SHIP income and rent limits (4/1/20 effective date) for Escambia County are as follows (please note that FHFC Multifamily Rental Program Extremely Low Income and rent limits posted for Escambia County may differ from the amounts below):

Household Size	Income Limit
1	$13,850
2	17,240
3	21,720
4	26,200

Bedroom Size	Monthly Rent Limit
0	$346
1	$388
2	$543
3	$711

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following regarding Escambia County funding:
   a. All units supported by County funds must remain affordable for a minimum of 15 years.
   b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
   c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
   d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
   e. Annual monitoring of the project for compliance with occupancy, rent and income limits, resident program offerings, and property conditions will be required.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. Funding commitments are good through June 30, 2021 for RFA 2020-201.
4. Incomplete applications will not be considered.
5. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or in part, with or without cause, and accept any response, which in the County's judgment will be in the County's best interest.
6. Scoring criteria is provided at the end of this document.

7. Any clarification, correction, or change to this application will be made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2020-201
Application Deadline:	5 p.m., September 18, 2020
Board of County Commissioners Meeting:	9 a.m., October 15, 2020

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered. All threshold requirements must be met at the time of application.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (5) as follows:
   a. Verification of Availability of Infrastructure-Roads
   b. Verification of Availability of Infrastructure-Water
   c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
   d. Verification of Availability of Infrastructure-Electricity
   e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments. The address and site considered for review and funding under this RFA must match the address and site reviewed by the applicable review body.
   a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up an preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from https://myescambia.com/our-services/development-services/development-review/development-review-forms . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.
   b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (http://www.ci.pensacola.fl.us/289/One-Stop-Development) at 850-435-5655

or DevelomentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Administrator, at 850-858-0323 or at* mwhitaker@cityofpensacola.com *to inform of your attendance at the City Preapplication Review.*

5. Evidence of Site Control as documented by a deed or certificate of title, executed eligible contract or long term lease per the definitions outlined in the applicable FHFC RFA.
6. Project Proforma and proposed sources and uses statement
7. Development Team Information: Developer to provide proof of 5 years' experience in workforce or affordable housing, including information on the development team structure
8. Property Management Team Information: Developer to provide information on experience of proposed property management team
9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development by submission of the property owner contact list utilized as well as any other available confirmation. Copies of flyers, emails, mailouts, print advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents. Please notify the County in advance at HTC@myescambia.com of the date and time of the meeting.
10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON. Applicant or its principals may not be in default with any County housing programs.

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED
* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.
*Please submit the entire application on one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 6-11)

ATTACHMENTS (threshold requirement):
Attachment 1: Preliminary Site Plan and Elevation
Attachment 2: FHFC Ability to Proceed Forms
Attachment 3: Pre-Application Development Review with written comments
Attachment 4. Evidence of Site Control
Attachment 5: Proforma and Sources & Uses Statement
Attachment 6: Development Team Information
Attachment 7: Property Management Team Information
Attachment 8: Evidence of Community Outreach

APPENDICES:
Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties
Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties
Appendix C: Design Compatibility Narrative
Appendix D: Local Contractor Verification(s)
Appendix E: Local Partnership Verification(s)
Appendix F: Community Support Verification
Appendix G: Local Community Benefits Narrative
Appendix H: Ability to Proceed Narrative
Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking "yes" or "no" in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	☐ YES ☐ NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	☐ YES ☐ NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	☐ YES ☐ NO	
4. Did the developer provide executed evidence of site control?	☐ YES ☐ NO	
5. Did the developer provide a development proforma and sources and uses statement?	☐ YES ☐ NO	
6. Did the developer provide information on the development team?	☐ YES ☐ NO	
7. Did the developer provide information on the property management team?	☐ YES ☐ NO	
8. Did the developer provide evidence of community outreach?	☐ YES ☐ NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	☐ YES ☐ NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16)	☐ YES ☐ NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC's or Escambia County's non-compliance listing for any reason	☐ YES ☐ NO	

2. CONTACT INFORMATION:

Applicant Name: _____

_____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Primary Contact/Title: _____

Secondary Contact/Title: _____

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location: ☐ Unincorporated Escambia County ☐ City of Pensacola

Type of Development (check all that apply): ☐ Elderly ☐ Family ☐ Special Needs ☐ Homeless

Type of Construction: ☐ New ☐ Rehabilitation ☐ Acquisition/Rehabilitation

Development Design: ☐ Garden Apts ☐ High Rise ☐ Mid Rise, 4 Stories ☐ Townhomes ☐ Quadraplexes ☐ Mid Rise, 5-6 Stories ☐ Duplexes ☐ Other: _____

Total Number of Units: **Number of Set Aside Units:** _____

Is project located in a 2020 RECAP area (census tract 16)? ☐ NO ☐ YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? ☐ NO ☐ YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? ☐ NO ☐ YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)**?** ☐ NO ☐ YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→ / **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
81-140% AMI					
TOTALS:					

TOTAL UNITS: _____

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→ **↓INCOME LEVEL**	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
81-140% AMI					

4. DEVELOPER EXPERIENCE:

a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state's tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a "troubled development" status? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the FHFC or another state tax credit program? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

d. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with any Escambia County housing programs? ☐ NO ☐ YES If yes, please attach a detailed explanation in APPENDIX I.

e. Provide information on your development teams' housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)

f. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

a. Name of Proposed Property Management Company: _____

b. Address of Management Company: _____

c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)

d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development's design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the FHFC minimum required resident programs that will be offered at the development:

☐ Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)

☐ After School Program for Children
☐ Daily Activities
☐ Family Support Coordinator
☐ Homeownership Opportunity Program
☐ Resident Assurance Check-In Program (Elderly)
☐ Computer Training
☐ Employment Assistance Program
☐ Financial Management Program
☐ Literacy Training
☐ Other:_____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

_____

_____

_____

_____

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? ☐ NO ☐ YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance: _____ Years remaining on rental assistance contract: _____

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)

b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution will be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. ☐ NO ☐ YES If yes, please continue below.

_____ Number of Homeless Units
_____ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____ Date: _____

SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Reviewer: _____

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	**20**	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC or Escambia County? *Does the developer have adequate experience to complete this type of project?		
Comments:		
Property Management Experience	**10**	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type?		
Comments:		
Design Compatibility	**15**	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design?		
Comments:		
Resident Program Offerings	**5**	
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	**5**	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	**5**	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	**10**	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project? *Was any other advertising performed? *Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets? *Did the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	**5**	
*Is the project located within a City or County Community Redevelopment Area? **OR** *Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	**10**	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	**10**	
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		

*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood? *Does the development provide any innovations that may reduce public expenses in the area? *Will the development provide any set asides for ELI homeless or special needs households?		
Comments:		
Ability to Proceed	**5**	
*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site? *Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density? *Based on Preapplication Review from County/City, how able is the development to proceed? *Does the developer have evidence of site control?		
Comments:		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18141 **County Administrator's Report 13. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/02/2020
Issue: Searchable Database of County Employee Salaries
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Discussion Concerning a Searchable Database of County Employee Salaries - Janice P. Gilley, County Administrator

That the Board discuss a searchable database of Escambia County employees to include wages paid with public dollars.

Similar to the State of Florida https://salaries.myflorida.com/, the total wages for employees will be posted on the MyEscambia.com website and updated annually.

BACKGROUND:

The Information Technology department worked in conjunction with the Clerk of Court to obtain the total wage information for all employees for the Fiscal Year 2018 and Fiscal Year 2019. The data has been placed into a searchable table to be displayed on the County website. The data will be updated annually after September 30th to reflect the fiscal year.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Discussion item.

IMPLEMENTATION/COORDINATION:

Staff will post the data on MyEscambia.com.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18164 **County Administrator's Report 13. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 07/02/2020
Issue: Chief Budget Officer
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning the Chief Budget Officer - Janice P. Gilley, County Administrator

That the Board confirm the hiring of a Chief Budget Officer pending successful interviews and negotiations prior to the July 2 meeting. Due to COVID-19, this position has been difficult to fill. This position is currently budgeted in the Fiscal Year 2019-2020.

BACKGROUND:
The position of Chief Budget Officer commenced advertising on March 9, 2020, and is considered open until filled due to issues related to COVID-19. Telephone interviews were conducted in June by the County Administrator and the Assistant County Administrator. Next, candidates made video presentations to the department directors. The process will conclude with an interview and negotiations with the County Administrator.

BUDGETARY IMPACT:
Position is budgeted for Fiscal Year 2019-2020.

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

F.S. 125.74 (1) (k) Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board, However, the employment of all department heads shall require confirmation by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will coordinate with the Human Resources Department and prepare the necessary paperwork.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-18163 **County Attorney's Report 13. 1.**
BCC Regular Meeting **Action**
Meeting Date: 07/02/2020
Issue: Escambia County State of Local Emergency
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Escambia County State of Local Emergency.

That the Board take the following actions:

A. Ratification of the Escambia County State of Local Emergency Resolution R2020-76; and

B. Extension of Escambia County State of Local Emergency.

BACKGROUND:
Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, the Chairman of the Board executed an extension of state of local emergency.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
All documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution R2020-76
Resolution

RESOLUTION R2020-76
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52, R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72 and R2020-75 declaring a state of local emergency that shall expire at 1:59 p.m. on the 29th day of June 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 29th day of June, 2020, and to expire at 1:59 p.m., central daylight time, on the 6th day of July, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 24th day of June, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
6/24/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency:

By/Title:
Date: 6/24/2020

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

June 25, 2020

Honorable Pam Childers
Clerk of the Circuit Court and Comptroller
Escambia County
Suite 130
221 Palafox Place
Pensacola, Florida 32502-5843

Attention: DeLana Allen-Busbee

Dear Ms. Childers:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Escambia County Resolution R2020-76, which was filed in this office on June 24, 2020.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38, R2020-39, R2020-52 , R2020-55, R2020-63,

R2020-64, R2020-71, R2020-72, R2020-75 and R2020-76 declaring a state of local emergency that shall expire at 1:59 p.m. on the 6th day of July 2020; and

WHEREAS, the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 6th day of July, 2020, and to expire at 1:59 p.m., central daylight time, on the 13th day of July, 2020.

3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to direct and compel evacuation of all or part of the population from stricken or threatened areas within

the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of July, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____

Date: 6/26/20

Approved as to form and legal sufficiency.

By/Title:

Date: