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

CHAMBER RULES

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

### PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

### **AGENDA**

Board of County Commissioners

Regular Meeting – March 18, 2014 – 2:00 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?

<u>Recommendation</u>: That the Board adopt the agenda as prepared (or duly amended).

5. Commissioners' Forum.

### Proclamations.

Recommendation: That the Board adopt the following two Proclamations:

A. The Proclamation encouraging the people of the State of Florida and Escambia County to observe and celebrate the Centennial of the signing of the Smith-Lever Act, which established Cooperative Extension, known in the State of Florida as UF/IFAS Extension and Florida A&M University Extension, with a focus on launching an innovative and sustainable future for Cooperative Extension; and

B. The Proclamation congratulating Mike Ensley, Ben Galecki, and all others involved with making the pop culture convention Pensacon a great success.

### 7. Written Communication:

A. February 3, 2014, email communication from Steven Vargas, Title Administrator, Skyhill Financial, Inc., requesting that the Board reduce the fines relative to a Code Enforcement Lien against property located at 2720 Wilde Lake Boulevard.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Steven Vargas against property located at 2720 Wilde Lake Blvd.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests meet the criteria for forgiveness, in accordance with the Board's policy.

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

The owner has no other recourse but to appeal before the Board under Written Communication.

B. February 12, 2014, communication from Heights Baptist Church requesting the Board forgive a Code Enforcement Lien attached to property located at 3005 East Gonzalez Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Heights Baptist Church against property located at 3005 East Gonzalez Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests meet the criteria for forgiveness, in accordance with the Board's policy.

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

The owner has no other recourse but to appeal before the Board under Written Communication.

C. March 3, 2014 - Communication from Gabrieli A. Davis requesting that the Board rehear his appeal of the Escambia County Contractor Competency Board's decision of January 8, 2014, that went to the Board on February 6, 2014.

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

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

9. 2:01 p.m. Public Hearing for consideration of adopting an Ordinance extending the temporary moratorium related to Solid Waste Management Facilities.

<u>Recommendation:</u> That the Board adopt an Ordinance extending the temporary moratorium on the processing of applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or other approval of any type for any new construction of solid waste management facilities, resource recovery systems and other facilities.

### 10. Reports:

### **CLERK & COMPTROLLER'S REPORT**

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 130

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports

That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (CAFR), as received in the Clerk to the Board's Office on March 4, 2014 (available online at <a href="http://www.escambiaclerk.com/clerk/coc\_cafr.aspx">http://www.escambiaclerk.com/clerk/coc\_cafr.aspx</a>):

- A. The Government Finance Officers' Association version of the *Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2013*; and
- B. The Auditor General version of the *Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30,* 2013.
- 2. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept the following documents provided to the Clerk to the Board's Office:

- A. A copy of the February 27, 2014, email message from Paul Thorpe, Resource Planning Section Manager, Northwest Florida Water Management District (NWFWMD), to Pam Childers, Clerk of the Circuit Court and Comptroller, advising that the NWFWMD's March 1, 2014, Consolidated Annual Report is available and can be viewed on the District's website at <a href="https://www.nwfwmd.state.fl.us">www.nwfwmd.state.fl.us</a>, as received in the Clerk to the Board's Office on February 28, 2014; and
- B. Closing documents related to the sale of property, located at 2006 Woodbury Drive, to Don C. Feeser and Penny C. Feeser, as approved by the Board on August 23, 2012, and received in the Clerk to the Board's Office on February 28, 2014.

3. Recommendation Concerning Approval of a Public Official Bond for Santa Rosa Island Authority Appointee

That the Board approve, and authorize the Commissioners to execute, the Public Official Bond for Santa Rosa Island Authority (SRIA) appointee Jerome Ellis Watson, Western Surety Company Bond No. 61938751, in the amount of \$10,000, underwritten by McMahon-Hadder Insurance, Inc., effective for a term beginning February 6, 2014, and ending February 6, 2016; the original Bond will be filed with the SRIA.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 6, 2014; and

B. Approve the Minutes of the Regular Board Meeting held March 6, 2014.

### **GROWTH MANAGEMENT REPORT**

### I. Consent Agenda

### 1. Recommendation Concerning the Scheduling of Public Hearings

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

April 3, 2014

A. 5:45 p.m.-A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on March 4, 2014.

Case No.: Z-2013-20

Address: 12511 Lillian Hwy

Property 02-2S-32-6000-005-002

Reference No.:

Property Size: 3.26 (+/-) acres

From: R-4, Multiple-Family District (cumulative) medium high

density (18 du/acre)

To: R-6, Neighborhood Commercial and Residential District

(cumulative) high density (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 1

District:

Requested by: Jesse W. Rigby, Agent for Bobby Gene and Sally Lynn

Reynolds, Owners

Case No.: Z-2014-03

Address: End of Stone Blvd

Property 14-1N-31-1001-011-002

Reference No.:

Property Size: 14.67 (+/-) acres

From: ID-CP, Commerce Park, District (cumulative)
To: ID-2, General Industrial District (noncumulative)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 5

District:

Requested by: Bill Newlon, Agent for Black Gold of Northwest Florida,

LLC, Owner

Case No.: Z-2014-04

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Address: 12501 Lillian Hwy

Property 02-2S-32-6000-002-002

Reference No.:

Property Size: .77 (+/-) acres

From: R-4, Multiple-Family District (cumulative) Medium High

Density (18 du/acre)

To: R-6, Neighborhood Commercial and Residential District

(cumulative) High Density (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

1

Commissioner

District:

Requested by: Ronald D. Bailey, Trustee for Ronald D. Bailey Trust

Case No.: Z-2014-05

Address: 6841 Kemp Rd

Property 24-1S-30-1600-000-001

Reference No.:

Property Size: 9.38 (+/-) acres

From: R-5, Urban Residential/Limited Office District.

(cumulative) High Density (20 du/acre)

To: C-2, General Commercial and Light Manufacturing

District (cumulative) (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner

District:

3

Requested by: T. Heath Jenkins, Agent for Rodney Sutton, Owner

B. 5:46 p.m. - A Public Hearing - LSA-2014-01 Stone Blvd

C. 5:47 p.m. - A Public Hearing - SSA-2014-01 6841 Kemp Rd

D. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County Comprehensive Plan 2030

### **COUNTY ADMINISTRATOR'S REPORT**

- I. Technical/Public Service Consent Agenda
- Recommendation Concerning Community Redevelopment Agency Meeting Revised Minutes, January 16, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the Revised January 16, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

The Minutes approved by the Board on February 18, 2014, did not show the roll call vote. The provided revised Minutes reflect the vote for each Agenda Item.

2. Recommendation Concerning Community Redevelopment Agency Meeting
Minutes, February 18, 2014 - Keith Wilkins, Community & Environment
Department Director

That the Board accept for filing with the Board's Minutes, the February 18, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

3. Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department relating to a 1991 GMC Sonoma Truck, Property Number 37700, which is described and listed on the Disposition Form, with reason for disposition stated. The truck has been found to be of no further use to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

4. Recommendation Concerning the Requests for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department indicating two items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated. 5. Recommendation Concerning the Amendment of Six Community Center License and Management Agreements Regarding Alcohol Consumption on Premises - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Community Center License and Management Agreement between Escambia County and the six not-for-profit organizations listed below for their respective Community Centers, in parentheses:

- A. Barrineau Park Historical Society, Inc. (Barrineau Park Community Center & Historical Society);
- B. Collaboration of Community Organizations, Inc. (Lexington Terrace Community Center);
- C. Ebonwood Homeowner & Neighborhood Watch Community, Inc. (Ebonwood Community Center);
- D. Molino Mid-County Historical Society, Inc. (Molino Community Center & Historical Museum);
- E. Wedgewood Community Center Group, Inc. (Marie K. Young/Wedgewood Community Center & Park); and
- F. West Escambia Senior Citizens Organization Inc. (Felix Miga Senior Citizen [Community] Center).

The Amendment allows for the serving and consumption of alcoholic beverages during special events held on the premises, if the alcoholic beverages are not sold and any required permits and/or licenses are obtained by the organization. The Amendment also specifies a subsequent increase in the amount and type of liability insurance coverage now required to be maintained by the organization.

6. Recommendation Concerning the Allowance of the Serving of Alcoholic

Beverages During Special Events at the Perdido Key Community Center 
Marilyn D. Wesley, Community Affairs Department Director

That the Board approve a location-specific exemption to the County Policy prohibiting alcohol on County property and allow the serving of alcoholic beverages during special events held at the Perdido Key Community Center.

The exemption is only for the Community Center portion of the Perdido Key Complex, which includes the Perdido Key Fire Station and the Perdido Key Visitor Information Center. Alcoholic beverages would only be served and consumed on premises during special events, would not be sold or taken from the premises, and the special events would have the proper general liability and liquor liability insurance coverage deemed necessary by the Risk Management Division per event.

- II. Budget/Finance Consent Agenda
- 1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1219 Poppy Avenue Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 Agreement for the property located at 1219 Poppy Avenue:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Petronella Walker, the owner of residential property located at 1219 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$2,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 2. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 210 Betty Road Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 210 Betty Road:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 210 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

3. Recommendation Concerning Cancellation of the Residential Rehab Grant
Program Lien for 1303 Poppy Avenue - Keith Wilkins, Community &
Environment Department Director

That the Board ratify the following March 18, 2014, 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 Lien for 1303 Poppy Avenue:

- A. Approving the Cancellation of Residential Rehab Grant Program Lien for 1303 Poppy Avenue, in the amount of \$1,100, as the Grant recipients, lan C. and Teresa A. Skelley, have met the Grant requirements; and
- B. Authorizing the Chairman to execute the Cancellation of Lien document.
- 4. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 222 Betty Road Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 222 Betty Road:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 222 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

5. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 301 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 301 Rue Max Avenue:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 301 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 6. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1415 Dexter Avenue Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 1415 Dexter Avenue:

- A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Donald R. Robarts, the owner of residential property located at 1415 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$732, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

7. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1202 Dexter Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 1202 Dexter Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Donald R. Robarts, the owner of residential property located at 1202 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$882, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.
- 8. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1214 Wilson Avenue Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 1214 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 1214 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

9. Recommendation Concerning a Resolution Authorizing Disaster-Related,
Emergency Compensation for Unclassified, Exempt Employees of the Board
of County Commissioners - Thomas G. "Tom" Turner, Human Resources
Department Director

That the Board adopt the Resolution authorizing disaster-related, emergency compensation to unclassified, exempt employees of the Board of County Commissioners who worked more than 40 hours during the week of January 25, 2014, through January 31, 2014, due to the activation of the Emergency Operations Center, as a result of the Declared State of Local Emergency for a winter storm.

10. Recommendation Concerning an Agreement for the Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. – Cathy A. White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.:

- A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.;
- B. Approve funding for the Program not-to-exceed \$51,310, effective October 1, 2013, through September 30, 2014. The source of funding is the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and
- C. Authorize the Chairman, as the County's representative, to sign amendments and requests for payment or other related documents, as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410571, Object Code 53401]

11. Recommendation Concerning the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancement - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Brown Construction of NWF, Inc., for the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancement, PD 13-14.015, in the amount of \$958,168.28.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #09EN0093, \$239,542.07; Fund 352, LOST III, Cost Center 210112, Object Code 56301, Project #09EN0093, \$718,626.21]

12. Recommendation Concerning the Purchase of Escambia County Area

Transit Champion Cutaway Transit Vehicles - Amy Lovoy, Management and

Budget Services Department Director

That the Board authorize the County to utilize the Florida Department of Transportation (FDOT) Contract #TRIPS-11-CA-TP, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for seven Champion Defender model buses, for Escambia County Area Transit, in accordance with the specifications, in the amount of \$765,527, to Creative Bus Sales, Inc., PD 13-14.035.

[Funding: Fund 320, FTA-Capital Project Fund, Cost Center 320417, Object Code 56401, \$370,000; Fund 320, FTA-Capital Project Fund, Cost Center 320418, Object Code 56401, \$395,527]

13. Recommendation Concerning Design Services for Gulf Beach Highway
Patton & Sunset Intersection Signalization - Amy Lovoy, Management and
Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Atkins North America, Inc., per the terms and conditions of PD 13-14.016, Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization, for a base lump sum amount of \$136,054.42, and optional services of \$59,628.41, as detailed in the Fee Proposal and Exhibit C hour/fee table describing Tasks 8-11 for Construction Inspection, State Wide Environmental Resource Permitting (SWERP), Wetland Permitting and ROW Mapping for acquisition, as necessary, for a total of \$195,682.83.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 12EN2152]

14. Recommendation Concerning Acceptance of the Donation of Five Public
Road and Right-of-Way Easements for the Massachusetts Avenue Sidewalk
and Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board take the following action concerning acceptance of the donation of five Public Road and Right-of-Way Easements located on Massachusetts Avenue for sidewalk and drainage improvements:

A. Accept the donation of five Public Road and Right-of-Way Easements located on Massachusetts Avenue from the following four property owners for sidewalk and drainage improvements:

Property Owner	Parcel Reference Number	Acreage
1. TDF Properties, LLC	09-2S-30-1400-050-002	Approximately 150 square feet
2. TDF Properties, LLC	09-2S-30-1400-030-002	Approximately 483 square feet
3. TDF Properties, LLC	09-2S-30-1400-010-002	Approximately 389 square feet
4. Lianna M. Nash & James J. Marks, Jr.	08-2S-30-6001-000-003	Approximately 109 square feet
5. Brooke Close, LLC	08-2S-30-6003-000-000	Approximately 193 square feet

- B. Authorize the payment of documentary stamps because the easements are being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of these easements, which will enhance the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Road and Right-of-Way Easements as of the day of delivery of the Public Road and Right-of-Way Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

15. Recommendation Concerning Lobbyist Registration for Larry M. Newsom, Kathleen F. Dough-Castro, Patrick T. Johnson, and Keithley T. Wilkins - Larry M. Newsom, Interim County Administrator

That the Board take the following action concerning the 2014 Lobbyist Registration:

A. Approve the "Authorization to Represent the Principal before the Florida Legislature" forms for Larry M. Newsom, Interim County Administrator; Kathleen F. Dough-Castro, Public Information Manager; Patrick T. Johnson, Director, Solid Waste Management Department; and Keithley T. Wilkins, Director, Community and Environment Department; and

B. Authorize the Chairman to sign the "Authorization to Represent the Principal' forms and all related documents, as necessary.

[Funding: Annual Registration Fee of \$50 per lobbyist, Fund 001, General Fund, Cost Centers 110302, 380201, 230301, and 220101, Object Code 55501]

16. Recommendation Concerning a Change Order to Baskerville-Donovan, Inc., for "Design Services for OLF-X Property in Santa Rosa County" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 12-13.065, "Design Services for OLF-X Property in Santa Rosa County":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$727,805.60
Vendor:	Baskerville-Donovan, Inc.
Project Name:	OLF-X
Contract:	PD 12-13.065
PO#:	140476
CO#:	1
Original Contract Award:	\$133,468.34
Cumulative Amount of Change Orders Through this CO:	\$727,805.60
New Contract Total:	\$861,273.94

[Funding Source: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 53101]

17. Recommendation Concerning Real Properties Owned by Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl, Located at 5600 Chalker Road and 2100 Block of Highway 99 - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board take the following action concerning real properties owned by Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl, located at 5600 Chalker Road and 2100 Block of Highway 99:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing properties from Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl, located at 5600 Chalker Road and 2100 Block of Highway 99, which will be dedicated for 4-H Extension animal-related programs; and

B. Authorize and direct staff to submit Contracts for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with the sellers and completion of the requirements in Section 46-139.

[Funding: Fund 352, "LOST III," Cost Center 110267, Project 14PF2695]

18. Recommendation Concerning the Escambia County 4-H Center - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Escambia County 4-H Center:

A. Award a Contract, PD 12-13.068, Escambia County 4-H Center, to A.E. New, Jr., Inc., for the Base Bid for building and site construction, in the amount of \$1,366,500, and Bid Option 1, in the amount of \$36,800, Bid Option 2, in the amount of \$11,200, and Bid Option 13, in the amount of \$13,100, for a total of \$1,427,600, and authorize the Interim County Administrator to execute all Purchase Orders, \$50,000 or greater, for the Owner Direct Purchases; and

B. Authorize the increase in the Total Project Budget from \$1,500,000 to \$1,665,000, utilizing funds from the LOST (Local Option Sales Tax) reserves that will be appropriated for this purpose in Project Number 12PF1675.

[Funding: Fund 352, "Lost III," Cost Center 110267, Project 12PF1675, Object Code 56201 - \$1,603,900, Object Code 56301 - \$61,100]

### III. For Discussion

- 1. <u>Discussion Concerning the Workforce Development Plan Larry M.</u> Newsom, Interim County Administrator
- 2. <u>Discussion Concerning the Contractor Competency Board Larry M.</u>
  <u>Newsom, Interim County Administrator</u>
- 3. <u>Discussion Concerning Amending the Escambia County Office of Public Information and Communications Communications Policy Larry M. Newsom, Interim County Administrator</u>

- 11. Items added to the agenda.
- 12. Announcements.
- 13. Adjournment.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5790 Proclamations 6.

**BCC Regular Meeting** 

Meeting Date: 03/18/2014

**Issue:** Adoption of Proclamations

From: Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:** 

### **RECOMMENDATION:**

Proclamations.

<u>Recommendation:</u> That the Board adopt the following two Proclamations:

A. The Proclamation encouraging the people of the State of Florida and Escambia County to observe and celebrate the Centennial of the signing of the Smith-Lever Act, which established Cooperative Extension, known in the State of Florida as UF/IFAS Extension and Florida A&M University Extension, with a focus on launching an innovative and sustainable future for Cooperative Extension; and

B. The Proclamation congratulating Mike Ensley, Ben Galecki, and all others involved with making the pop culture convention Pensacon a great success.

### **BACKGROUND:**

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format by the County Administration staff for BCC approval. Board approval is required by Board Policy Section I, A (6).

### **BUDGETARY IMPACT:**

N/A

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

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### **IMPLEMENTATION/COORDINATION:**

N/A

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### **Proclamations**

#### PROCLAMATION

WHEREAS, May 8, 2014, marks the Centennial of the signing of the Smith-Lever Act (Act of May 8, 1914, Ch. 79, 38 Stat. 372, 7 U.S.C. 341 et seq.), which established Cooperative Extension, known in the State of Florida as UF/IFAS Extension and Florida A&M University Extension, the nationwide, transformational education system operating through land-grant universities in partnership with federal, state, and local governments; and

WHEREAS, U.S. Senator Hoke Smith of Georgia and U.S. Representative A.F. Lever of South Carolina authored the Smith-Lever Act to expand the "vocational, agricultural, and home demonstration programs in rural America" by bringing the research-based knowledge of the landgrant universities to people where they live and work; and

WHEREAS, Cooperative Extension engages with rural and urban learners through practical, community-based, and online approaches, resulting in the acquisition of knowledge, skills, and motivation to strengthen the profitability of animal and plant production systems, protect natural resources, help people make healthy lifestyle choices, ensure a safe and abundant food supply, encourage community vitality, and grow the next generation of leaders through 4-H Youth Development; and

WHEREAS, we send our sincere thanks to the Cooperative Extension volunteers who provide thousands of hours to promote excellence for 4-H, Master Gardeners, family and consumer sciences, and other programs in their communities.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, encourages the people of the State of Florida and Escambia County to observe and celebrate the Centennial with a focus on launching an innovative and sustainable future for Cooperative Extension.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

Adopted: March 18, 2014

#### PROCLAMATION

WHEREAS, Pensacon, an all-inclusive, pop culture convention for the fan community that spans the genres of comics, anime, science-fiction, horror, gaming, and fantasy, was held at the Pensacola Bay Center and the Crowne Plaza Grand Hotel from February 21 – 23, 2014; and

WHEREAS, Pensacon is an idea that began with Mike Ensley, Pensacon Chairman, who presented it to Ben Galecki, CEO of Kinematic Entertainment and Pensacon. Ben Galecki and Mike Ensley began planning in February 2013, and they brought on a full-time staff from Kinematic Entertainment specifically for Pensacon in mid 2013; and

WHEREAS, inside the convention, attendees were able to browse and purchase pop culture collectibles on the vendor floor, sit in on interactive panels with celebrities, meet their favorite celebrities, artists, and authors, and interact with fellow fans; and

WHEREAS, the Pensacon promoters worked to involve as many downtown businesses as possible, encouraging them to host parties and offer discounts to convention-goers; and

WHEREAS, the Pensacon staff also worked to give back to the community. Pensacon and World of Beer sponsored the first Pensacon Charity Zombie Run, which raised over 1,400 pounds of food for Manna Food Pantries. Pensacon also partnered with OneBlood for a blood drive on site at the event itself; and

WHEREAS, Pensacon 2014 drew over 11,000 attendees over the three-day weekend and contributed an estimated 1.4 million dollars to the local economy. Nearly 40% of the attendees were from outside the Pensacola area. When asked their main reason for visiting, 100% of attendees said Pensacon was their main reason for visiting Pensacola, and 98% of the total people surveyed said they would return for Pensacon 2015.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, congratulates Mike Ensley, Ben Galecki, and all others involved with making the Pensacon event a great success.

### BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Lumon J. May, Chairman, District Three

Steven L. Barry, Vice Chairman District Five

Wilson B. Robertson, District One

Gene M. Valentino, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

Adopted: March 18, 2014



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5757 Written Communication 7. A.

**BCC Regular Meeting** 

Meeting Date: 03/18/2014

Issue: Environmental (Code) Enforcement Lien Relief – 2720 Wilde Lake Blvd.

**From:** Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:** 

### **RECOMMENDATION:**

February 3, 2014, email communication from Steven Vargas, Title Administrator, Skyhill Financial, Inc., requesting that the Board reduce the fines relative to a Code Enforcement Lien against property located at 2720 Wilde Lake Boulevard.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Steven Vargas against property located at 2720 Wilde Lake Blvd.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests meet the criteria for forgiveness, in accordance with the Board's policy.

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

The owner has no other recourse but to appeal before the Board under Written Communication.

### **BACKGROUND:**

August 30, 2011 Our office received complaint for overgrowth, trash and debris and deteriorated structure. Officer investigated complaint and posted property with notice of violation.

Reinspection conducted on September 13, 2011. Officer did not observe any improvements. Notice of violation mailed both regular and certified mail to owner and mortgage company.

Title search ordered.

Certified notice of violation mailed to the owner return marked "Unclaimed" for owner. Mortgage company received their notice.

October 13, 2011 A reinspection was conducted. Violations remained. Photos taken.

December 2, 2011 Another reinspection was conducted and violations remain. Photos taken. Officer requested special magistrate hearing.

Notice of Hearing sent both regular and certified mail to all parties. Notice sent to owner returned mark "Unclaimed". Mortgage company received their hearing notice. Copy of hearing posted on property and photos taken.

Hearing held. \$1,100 court cost awarded to Escambia County, \$10.00 per violation per day fine with a deadline of 01/18/12. Daily fines total at \$120.00 per day.

Copy of Order mailed to owner and mortgage company both regular and certified mail. Owner's order returned marked "Unclaimed". Bank received their copy.

January 19, 2012 A reinspection conducted and violations remained. Affidavit of Non-compliance filed by officer.

Letter of Non-Compliance sent to all parties. Owner's notice returned marked "Unclaimed".

April 10, 2013 Certificate of Title filed by Bank.

On July 3, 2013 Officer Reber spoke with Mr. Vargas with Skyhill Financial concerning the violations. He requested clarification on remaining violations. Information was provided to him via e-mail.

September 27, 2013 Officer Reber spoke with Josh from Safe Guard. He was advised his notes say that Safe Guard had inspected the property on 7/24/13 and filed a report with the bank. Report stated extensive roof repairs were needed and recommended demolition of structure. He was advised due to lack of compliance Escambia County would move forward with the demolition.

Letter of Non-Compliance was mailed to bank listed as owner.

October 18, 2013 Escambia County abated violations.

### **BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$57,420.00C. Abatement Cost: \$9,200.00

TOTAL \$67,720.00

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

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

### **PERSONNEL:**

IMPLEMENTATION/COORDINATION: N/A  Attachments	POLICY/REQUIREMENT FOR BOARD ACTION: N/A
Attachments	
2720 Wilde Lake Blvd.	

N/A

### Sandra F Slay

From:

Steven Vargas [Steven.Vargas@skyhillfinancial.com]

Sent:

Monday, February 03, 2014 10:49 AM

To:

Sandra F Slav

Subject:

REQUEST FOR FINE REDUCTION / CASE NO: CE 11-08-04224: 2720 Wilde Lake Blvd.,

West Palm Beach, FL 33412

**Attachments:** 

Code Lien.pdf

Case No: CE 11-08-04224

Hello, Ms. Slay,

In connection with the above referenced case and property, please accept this email as a request for a reduction of the fines which have been accruing daily on this property since 1/19/2012.

The multiple violations which existed at this property were assessed to the previous owners, Patricia and Therell Roberts. The property has since been foreclosed upon by the  $1^{st}$  Mortgagee Bank, whom I represent, with the Bank taking title to the property on 4/10/2013.

The property, which is now a vacant lot, is now worth a small fraction of the Bank's original loan in the amount of \$210,000.00. With that being said, the Bank would like to respectfully request that a lien reduction be granted in light of these circumstances. The current charges are as follows:

Fines (\$10.00 per day per violation (9) from 1/19/12-10/18/13):

\$57,420.00

**Court Costs:** 

\$1,100.00

County Abatements Fees:

\$9.200.00

Total:

\$67,720.00

Being that this property, the violations and corresponding penalties were assumed by the foreclosing bank, and the fact that the property is now worth significantly less than the sum of the penalties owed, we would like to request a waiver of the per diem penalties in the amount of \$57,420.00, and any other penalties associated therewith. If possible, we would like to request that the total amount of penalties be reduced to the Court and County Abatement Fees in the amount of \$10,300.00.

We thank you for your consideration.

Steven Vargas Title Administrator Skyhill REO



Steven.Vargas@skyhillfinancial.com 714-657-3938 x 426 253-322-2619 fax

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. If you are not the intended recipient of this message you are hereby notified that any use, review, e-transmission, dissemination, distribution, reproduction or any action taken in reliance upon this message is prohibited. If you received this in error, please contact the sender and delete the material from any computer.



### Office of Environmental Enforcement

**Escambia County Central Office Complex** 3363 West Park Place

Pensacola, Florida 32505

Phone: 850.595-1820 Fax: 850.595-1840 Sandra Slay, Division Manager

**Property Address:** 

2720 Wilde Lake Blvd.

**Property Owner:** 

ThereII D & Patricia Roberts

Original Complaint:

Overgrowth, trash, debris and deteriorated structure

04/10/13

07/03/13

EE Case #:	CE 110804224
08/30/11	Received complaint. Officer observed overgrowth, trash, debris and deteriorated house. All doors open and most of the windows were broken. Roof has damage and ceiling falling in. Copy of Notice of Violation mailed to listed owner, bank and their attorney.
09/30/11	Notice of Violation mailed to bank was received. Owner's NOV was returned marked "Unclaimed"
10/13/11	Reinspection conducted. Violations remained. Requested title search. Case was referred for court.
12/02/11	Overgrowth cut other violations remain. Some of the doors were boarded but not secured.
12/08/11	Hearing notice posted on property and mailed certified mail to owner and bank. Bank received their notice. Owner's haring notice returned marked "Unclaimed".
01/03/12	Hearing held. County awarded court cost in the amount of \$1,100.00. Deadline to comply was 1/19/12 and a \$0.00 per violation per day fine (\$120.00) awarded if owner fail to comply. Order mailed to owner and bank both regular and certified mail. Copies or orders received by owner and bank.
01/05/12	Copy of Order was mailed to the owner and bank.
01/19/12	Violations remained. Non-compliance Affidavit singed by officer and mailed to owner and bank.

09/2713 Officer Reber spoke with Josh from Safe Guard. He was advised his notes say that Safe Guard has inspected the property on 07/24/13.

Vargas requested clarification of remaining violations. This

Officer Reber was contacted by Mr. Vargas with Skyhill Financial. Mr.

Certificate of Title filed by Bank.

information was sent to him via e-mail.

Report stated extensive roof repairs needed and recommended demolition of structure to bank. He was advised due to lack of compliance Escambia County would move forward with demolition of structure.

10/09/13	Violations remain. Prepared property for abatement.
10/11/13	Letter of Non-Compliance mailed to bank listed as owner.
10/18/13	Violations abated by county.
02/14/14	Certification of Cost received by bank.

NOTE: DURING THIS TIME PERIOD STAFF WORKED WITH THE LISTED OWNER TO BRING THE PROPERTY INTO COMPLIANCE. AFTER THE FORECLOSURE WAS COMPLETE STAFF THEN WORKED WITH THE BANK TO BRING THE PROPERTY INTO COMPLIANCE.

Lien amount	<u>Cost</u>
Court Cost	\$1,100.00
Daily fines	\$15,050.00
Abatement Cost	<u>\$9,200.00</u>
TOTAL	\$67,720.00

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

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

### ESCAMBIA COUNTY, FLORIDA

٧s.

Case No.: CE 11-08-04224

Location: 2720 Wilde Lake Blvd

PR# 111S314301000001

Bank of New York Mellon Trustee for CWABS, Inc 2006-20 C/o Bank of America NA
1525 S Beltline
Coppell, TX 75019

### **ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of January 03, 2012; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (d) Overgrowth, 30-203 Main Structure (n), (o), (p), (t), (u), (v), (x), (z), and (aa). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated January 03, 2012.

Itemized	Cost	
a. Fines (\$10.00 per day per Violation (9)=	\$90.00) \$57,42000	
b. Court Costs	\$ 1,100.00	
c. County Abatement Fees	<b>\$</b> 9,200.00	
	Total: \$67,720.00	
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DONE AND ORDERED at Escambia County, Florida on this /6

Janet Lander Special Magistrate



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5756 Written Communication 7. B.

**BCC Regular Meeting** 

Meeting Date: 03/18/2014

**Issue:** Environmental (Code) Enforcement Lien Relief – 6340 Louisville Avenue-3005

E Gonzalez Street

From: Gordon Pike, Department Head

**Organization:** Corrections

**CAO Approval:** 

### **RECOMMENDATION:**

February 12, 2014, communication from Heights Baptist Church requesting the Board forgive a Code Enforcement Lien attached to property located at 3005 East Gonzalez Street.

<u>Recommendation:</u> That the Board review and consider lien relief request made by Heights Baptist Church against property located at 3005 East Gonzalez Street.

On June 18, 2009, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the requests meet the criteria for forgiveness, in accordance with the Board's policy.

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

The owner has no other recourse but to appeal before the Board under Written Communication.

### **BACKGROUND:**

August 16, 2005 Received complaint for overgrowth, trash, debris and deteriorated structure. Officer investigated complaint and requested Notice of Violation be mailed to owner. Posted copy of violation notice on property.

Notice of violation was mailed to owner both regular and certified mail. Certified copy of notice returned marked "Unclaimed".

February 9, 2006 Officer conducted a follow up inspection and observed violations remained. No contact from the owners.

June 16, 2006 The case was prepared for court.

Notice of Hearing was mailed to owner both regular and certified mail. Notice returned marked

"Unclaimed".

August 22, 2006 Hearing held. Owner was found to be in violation of county codes. Order issued. County awarded \$1,100.00 court cost, \$50.00 per day fine with a deadline of 09/13/06 for compliance.

Reinspection conducted 9/13/06 and violations remained.

February 27, 2007 violations were abated.

December 20, 2011 Certificate of Title was recorded for Deutsche Bank National Trust Company.

January 18, 2012 Our office received a request for lien reduction from Chris Davis, Land Castle Title. Board voted on February 7, 2013 to except \$3,177.50 in exchange of a partial lien release. The full amount was paid in full to the Clerk's Office.

February 2014 The property located at 3005 E Gonzalez Street was sold at a Tax Deed auction to Heights Baptist Church. It was at this time the church discovered the lien attached to 6340 Louisville Avenue was also attached to 3005 E Gonzalez Street.

### **BUDGETARY IMPACT:**

The itemized costs shown in the code enforcement lien:

Cost

A. Administrative Cost: \$1,100.00

B. Daily Fines: \$8,350.00

TOTAL \$9,450.00

Amount Paid: \$3,177.50

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

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

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

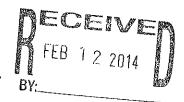
### **IMPLEMENTATION/COORDINATION:**

N/A

#### **Attachments**

6340 Louisville Avenue-3005 E Gonzalez Street

# Heights Baptist Church



600 Pickens Ave. Pensacola, FL 32503 850)438-8963 Brian L. Nott, Pastor

"A Caring Family for Christ"

Sandra Slay

Office of Environmental Enforcement

3363 W. Park Place

Pensacola, FL 32505

On February 3, 2014 Heights Baptist Church purchased a property at the Escambia Tax Deed Sale., account #013230100 owned by Mary Pearson (see attached). The clerk's office informed us that there is a code enforcement lean against 1634 Louisville Ave. case #05080566, that effects this property also.

We request your assistance and guidance in resolving this matter so that we can clear the title to this property. Please advise us of necessary steps and guidance to resolve this issue.

You may reach us at the church at 438-8963 or James Mashburn at 712-5243.



Real Estate Tangible Property Sale Amendment 1/Portability
Search Search List Calculations

<u>Back</u> Printer Friendly Version Navigate Mode Account O Reference General Information 2013 Certified Roll Assessment Reference; 052S295905027035 Improvements: 013230100 Account: Land: \$19,248 PEARSON MARY Owners: Mail: 720 PICKENS AVE Total: \$19,248 PENSACOLA, FL 32503 Save Our Homes: \$0 Situs: 3005 E GONZALEZ ST 32503 Use Code: VACANT RESIDENTIAL 🔑 Disclaimer Taxing PENSACOLA CITY LIMITS Authority: Amendment 1/Portability Calculations Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector 2013 Certified Roll Exemptions Official Records Sale Date Book Page Value Type (New Window) \$100 QC 4169 892 View Instr Legal Description 12/1987 2488 450 \$100 QC View Instr S 70 FT OF W 7 FT LT 27 & OF LT 28 & S 70 FT OF E 22 FT OF LT 29 BLK 35 EAST PENSACOLA... 01/1986 2177 31 \$5,000 CI View Instr Official Records Inquiry courtesy of Pam Childers Extra Features Escambia County Clerk of the Circuit Court and None Comptroller Parcel Làunch Interactive Man Information Section Map Id: CA003 Approx. ٩ Acreage: 0.0900 ACKENS AVE Zoned: R-1AA Evacuation & Flood 78 Information Open Report Buildings Images

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.

None

Last Updated:02/03/2014 (tc.1161)

#### Janice K. Gilly

From:

Heather Mahoney [hmahoney@escambiaclerk.com]

Sent:

Wednesday, February 05, 2014 12:33 PM

To:

Sandra F Slay

Cc: Subject: Janice K. Gilly; Dianne D. Taylor 6340 Louisville Ave/Mary Pearson

Hi Sam,

I wanted to give you a heads up on something. On Monday, we sold a property at 3005 E. Gonzalez at our tax deed auction. This property was owned by Mary Pearson. The lien against 6340 Louisville Ave, Case 05-08-0566 is attached to this property. I know that Nations Credit paid \$3177.50 back in February of last year, and the BOCC issued a partial release for 6340 Louisville. Heights Baptist Church purchased 3005 E. Gonzalez at the sale, and I am sure someone will be contacting you to see how to get this property released from the lien. Please let me know if there is any information you need from me regarding this.

#### Thanks,

#### Heather S. Mahoney, Manager, Official Records

PAM CHILDERS, Clerk of the Circuit Court & Comptroller First Judicial Circuit, Escambia County 221 Palafox Place, Suite 110 Pensacola, FL 32502 850-595-3937 hmahoney@escambiaclerk.com www.EscambiaClerk.com

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



#### Office of Environmental Enforcement



Escambia County Central Office Complex 3363 West Park Place Pensacola, Florida 32505 Phone: 850.595-1820

Fax: 850.595-1840 Sandra Slay, Division Manager

**Property Address:** 

6340 Louisville Avenue

Property Owner:

Mary B Pearson

Original Complaint:

Overgrowth, trash, debris and deteriorated structure

EE Case #:

CE 05080566

08/16/05 Received complaint for overgrowth, trash and debris and

deteriorated structure. Officer investigated the complaint and posted

the property with a notice of violation.

01/26/06 Notice of violation was sent both regular and certified mail.

02/09/06 No progress noted and no response to notice of violation.

06/07/06 Certified notice of violation returned marked "unclaimed".

06/16/06 Case prepared for court.

08/01/06 Notice of Hearing mailed both regular and certified mail to owner.

08/22/06 Hearing held. Order issued, deadline to abate violation 09/13/06 with

a \$50.00 per day fine and \$1,100.00 court cost.

08/23/06 Copy of order mailed both regular and certified mail to owner. Letters

returned marked "Unclaimed".

09/13/06 Reinspection conducted and violations remain.

#### Lien Amount

**Court Cost:** 

\$1,100.00

Daily Fines:

\$8,350.00

Total:

\$9,450.00



#### 5110 Eisenhower Blvd., Suite 102 Tampa, Florida 33634

Jeffrey Sandler, J.D. Florida District President Phone: 813-249-9900 (ext 14623)
Fax: 678.946.0258
cdrivas@closingsource.net
www.closingsource.net

January 18, 2013

Ms. Sandra Slay/Division Manager Office of Environmental Enforcement 3363 W Park Place Pensacola, FL 32505

RE: Property Address: 6340 Louisville Avenue, Pensacola Code Enforcement Case#05-08-0566

Dear Ms. Slay:

Our office has been retained by the seller to handle the closing regarding the above mentioned property. Please see attached as our formal request for settlement of the code violation fines.

- -The Notice of Lis Pendens was recorded on 06/13/2008 in Official Records Book 6340, Page 1072 by the owners now shown on the Certificate of Title.
- -The Final Judgment of Foreclosure was recorded on 11/4/2011 in Official Records Book 6782, Page 1326 and the owner took absolute title at the time the Certificate of Title was recorded.
- -Certificate of Title was recorded on 12/20/2011 in Official Records Book 6798, Page 1819.

Code Enforcement Case#05-08-0566 was brought into compliance on 2/27/2007 and has fines due in the amount of \$9,532.50. The property achieved complete compliance while prior owner was in still in ownership.

At this time, seller is respectfully asking to settle the fines due in the amount of \$3,177.50. The settlement amount is to include any/all fees/costs with regards to administrative, court, recording, reimbursement, etc., incurred by the County. Our basis for the settlement request is that Escambia County was named as a defendant in the foreclosure action against Mary Pearson (Case Number 2008-CA-001784) and the violations were issued and cured prior to seller's foreclosure suit. Therefore the fines should have been eliminated.

If you should require any additional information, please feel free to contact me.

Thank you for your consideration.

Sincerely,

Chris Drivas

**REO Closing Coordinator** 



Exceeding Expectations One Closing at a Time

Recorded in Public Records 06/13/2008 at 10:51 AM OR Book 6340 Page 1072, Instrument #2008045267, Ernie Lee Mageha Clerk of the Circuit Court Escambia County, FL

> IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA CIVIL ACTION

DEUTSCHE BANK NATIONAL TRUST COMPANY (F/K/A BANKERS TRUST COMPANY OF CALIFORNIA, N.A.) AS TRUSTEE FOR NATIONSCREDIT HOME EQUITY LOAN TRUST 1997-1.

Platadiff.

ERHIE LEEMAGAHA

CLARETORY STATEM FILCO & RECORDED

PACEFOR SECONDALISMAN FEBRUAR

. V.S.

CASE NO. 08-CA-1784

MARY PEARSON A/K/A MARY B. PEARSON F/K/A MARY TRIER; THE UNKNOWN SPOUSE OF MARY PEARSON A/K/A MARY B. PRARSON F/K/A MARY TRIER; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTETS, OR OTHER CLAIMANTS; CITY OF PENSACOLA; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties to possession

Defendant(s).

#### NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the histitution of this action by the above-named Plaintiff, against you seeking to foreclose a mortgage recorded in Official Records Book 4160, Page 517, on the following property in ESCAMBIA County, Florida:

PARCEL ONE (1), PART OF BLOCK C, WEST PENSACOLA HEIGHTS, AS RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 34, COMMERCING AT THE NORTHWEST CORNER OF SAID BLOCK C AND BUN SOUTH ALONG THE WEST LINE OF SAID BLOCK C, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 75 FEET, THENCE SOUTH 89 DEGREES 01 MINUTES BAST, 152 FEET, THENCE NORTH 89 DEGREES 01 MINUTES WEST 152 FEET TO THE POINT OF BEGINNING.

FILE\_NUMBER: F08031185

Dkt: CA1039 Pgf: A

Order: 3761045 Doc: FLESCA:6340-01072

Page 1 of 2

Created By: leichaa Printed: 1/13/2012 2:13:43 PM EST

BK: 6340 PG: 1073 Last Page

PARCEL TWO (2) THE NORTH 80 FEET OF LOTS 23, 24, 25 AND 26 OF BLOCK 22, AND THE SOUTH 60 FEET OF LOTS 25 AND 26, BLOCK 22 OF EAST PENSACOLA A SUDDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBLA COUNTY, PLORIDA ACCORDING TO MAP BY JE. KAUSAR IN JANUARY, 1981 AND RECORDED IN DEED BOOK 77, AT PAGE 520 OF THE PUBLIC RECORDS OF SAID COUNTY.

lated this (a day of True 2008.

Florida Default Law Group, P.L.

P.O. Box 25018

Tampa, Florida 33622-5018

(813). 251-4766

Bv

William T. Rieder, Jr. Florida Bar No. 44834 Jacqueline C. Mayer Florida Bar No. 24944 Anne M. Cruz-Alvarez Florida Bar No. 17140

SPSPIDERITY-CONV-Regulyen

Recorded in Fublic Records 11/04/2011 at 01:34 FM OR Book 6782. Page 1326, Instrument #2011077959, Ernie Lee Magaha Clark of the Circuit Court Escembia County, FL

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA

DEUTSCHE BANK NATIONAL TRUST COMPANY (F/K/A Bankers Trust Company of California, N.A.), AS TRUSTEE FOR NATIONSCREDIT HOME EQUITY LOAN TRUST 1997-1.

Plaintiff.

V.

CASE NO.: 2008-CA-001784

SCAMBIA COUNTY I

MARY PEARSON a/k/a MARY B. PEARSON 6/k/a MARY TRIER, et al.,

Defendants;

#### CONSENT FINAL JUDGMENT OF FORECLOSURE

THIS MATTER came before the Court on the Parties' Joint Motion for Final Judgment of Foreclosure. After consideration of all ovidence presented, this Court rules as follows:

#### IT IS ADJUDGED that;

- 1. The Court hereby re-establishes the Note. In light of the reestablished Note and Plaintiff, NATIONSCREDIT FINANCIAL SERVICES CORPORATION's right to enforce the instrument as required by Section 673.3091, Florida Statutes, Plaintiff shall hold the Defendant maker of the Note harmless and shall indemnify her from any loss she may incur by reason of a claim by any other person to enforce the lost note. Since adequate protection is provided as required by Section 673.3091, Florida Statutes, judgment is entered in favor of the Plaintiff as to its request to enforce the lost Note.
- 2. Plaintiff, whose address is 225 E. John Carpenter Freeway, Suite 1000, Irving, Texas 75062, is due:

Principal due on the not	e secured by the	mortgage foreclosed:	\$	61,985.26
Interest on the note and	mortgage from	10/12/07 to 9/20/11	S	25,350.39
Per diem interest at	er day		\$	-0-
Late charges			S	-0-
Escrow advances			\$	6,333.21
Misc. Fees			S	-30.00
Interest on advances	:		\$	-0-
Loan Level advances			S	3,487.00

EXHIBIT "A"

Casa: 2008 CA 001784

Dkt: CAl036 Pg#:

9

Court costs:	\$
Filing fee	\$ -0-
Service of process \$ per defendant	\$ -0-
Recording Fee	\$ -0-
Title Charges	\$ -0-
SUBTOTAL	\$ 97,155.86
SUBTOTAL	\$ 97,155.86
Attorney's fees based upon 88.1 hours at \$ 185.00 per hour	\$ 16,298.50
Less: Undisbursed escrow funds	\$ -0-
Less: Unearned insurance premiums	\$ -0-
Less: Miscellaneous deductions or credits	\$ 495.46
Florida Default Law Group, P.L. attorney's fees	\$ -0-
TOTAL SUM	\$ 113,949.82

3. The total sum in Paragraph 3 shall bear interest from this date forward at the prevailing statutory interest rate of 6% percent.

4. Plaintiff holds a lien for the total sum above, on the following described properties in Escambia County, Florida:

PARCEL ONE (I), PART OF BLOCK C, WEST PENSACOLA HEIGHTS, AS RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 34, COMMENCING AT THE NORTH-WEST CORNER OF SAID BLOCK C AND RUN SOUTH ALONG THE WEST LINE OF SAID BLOCK C, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 75 FEET, THENCE SOUTH 89 DEGREES 01 MINUTES EAST, 152 FEET, THENCE NORTH 89 DEGREES 01 MINUTES WEST 152 FEET TO THE POINT OF BEGINNING.

PARCEL TWO (2), THE NORTH 80 FEBT OF LOTS 23, 24, 25 AND 26 OF BLOCK 22, AND THE SOUTH 60 FEBT OF LOTS 25 AND 26, BLOCK 22 OF BAST PENSACOLA A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP BY J.E. KAUSAR IN JANUARY, 1981, AND RECORDED IN DEED BOOK 77, AT PAGE 520 OF THE PUBLIC RECORDS OF SAID COUNTY.

<sup>5.</sup> With respect to Parcel Two, the Mortgage is hereby reformed so as to correctly reflect the above property legal description.

First Floor of the Escambia County Courthouse in the lobby located at 190 Government Center, Pensacola, Florida 32502 beginning at 11:00 a.m.



#### WWW.ESCAMBIA REALFORECLOSE.COM

The Clerk shall not hold a sale in the absence of the Plaintiff's attorney or other representative, except for an online sale. Plaintiff or its attorney may also cancel or postpone the sale by notifying the Clerk of the Court of such cancellation or postponement via a fax sent to the Clerk prior to the sale being completed.

- 7. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.
- 8. On the filing of the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, the prior lien, then all of the plaintiff's costs; documentary stamps affixed to the Certificate, unless the properties are purchased by a third party bidder; plaintiff's attorneys' fees; the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed above from this due to the date of the sale; and by retaining any remaining amount pending the further Order of this Court.
- 9. On filing of the Certificate of Sale, defendants and all persons claiming under or against defendants since the filling of the Notice of Lis Pendens shall be fereclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property. If any defendant remains in possession of the property, the clerk shall without further order of court issue forthwith a writ of possession upon request of the person named on the certificate of title.
- 10. The Court finds, based upon the parties' stipulation, that <u>88.1</u> hours were reasonably expended by Plaintiff's counsel and that an hourly rate of <u>\$185.00</u> is appropriate. PLAINTIFF'S COUNSEL CERTIFIES THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation v. Rose, 427 So. 2d 1145 (Fla. 1985).

OR

The Court finds, based upon the affidavits presented and upon inquiry of counsel for the Plaintiff, that the flat fee of <u>SN/A</u> is reasonable and appropriate for the Plaintiff's counsel's attorney's fees. The Court finds that there are no reasons for either reduction or

enhancement pursuant to Florida Patient's Compensation v. Rowe, 427 So. 2d 1145 (Fla. 1985), and the court therefore has awarded reasonable attorney's fees in the amount indicated in Paragraph 3 of this Judgment.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS FURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

If the property has qualified for the homestead tax exemption in the most recent approved tax roll, also include the following two paragraphs:

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH EITHER THE ESCAMBIA CLERK OF CIRCUIT COURT AT 190 GOVERNMENT CENTER, PENSACOLA, KL 33756, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT A LEGAL SERVICES OFFICE, NORTHWEST FLORIDA LEGAL SERVICES, INC., 24 W. GOVERNMENT STREET, PENSACOLA, FLORIDA 32501 (850) 432-2336 / 1185 BAYLEN STREET, PENSACOLA, FLORIDA 32501 (850) 432-8222 OR THE FLORIDA BAR'S FLORIDA ATTORNEYS SAVING HOMES toll-free hot line (866-607-2187) TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT ONE OF THESE SERVICES FOR assistance, you should do so as soon as possible after RECEIPT OF THIS NOTICE.

IJ, The Plaintiff may assign the judgment and credit bid by the filing of an assignment without further Order of the Court.

Infisdiction of this action is retained to enter further orders that are proper. However, the parties stipulate that Plaintiff shall not be entitled to any deficiency judgment

DONE AND ORDERED, in Escambia County, Pensacola, Florida en this -day of October

Ronnie J. Bitman, Esquire; City of Pensacola, c/o James Messer, Esquire; Keith W. Weidner, Esquire, Bradley S. Odom, Esquire, Kristen D. Hual, Esquire

Recorded in Public Records 12/20/2011 at 08:35 AM OR Book 6798 Page 1819. Instrument #2011090091, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL. Deed Stamps \$74.20

#### IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA CIVIL ACTION

CASE NO. 2008 CA 951784

deutsche bank antional trust company rationscredit financial services corporation

VE.

Lernovan spouse of wary pearson; tenanth; tenanth; tenanth; tenanth; tenanth; city of persacola; many pearson; escandia county; exercid coast utilities authority Dofording

#### CERTIFICATE OF TITLE

The underlighed, Einle Lee Magable, Clock of the Cloud Court, hereby carbines that a conflicute of sale has been executed and filed in the action on thousanger 22, 2011, for the property described herein and that no objections to the sale have been fled within the time aboved for fling

The following property in Escamble County, Florida:

-SEE ATTACHMENT .

Was and IN NATIONSCREDIT FINANCIAL SERVICES CORPORATION 5000 Southaide Blvd, Bldg, 400, 5th floor Jeplaconville, FL, 32258

WITHESE my hand and said of the court this 14 day of December, 2011



Case: 2008 Ch 001784 00039577014

Dat: 031173 Pof:

\$10,000.00

PARCEL ONE (1), PART OF BLOCK C, WEST PENSACOLA HEIGHTS, AS RECORDED IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 34, COMMENCING AT THE NORTH-WEST CORNER OF SAID BLOCK C, AND RUN SOUTH ALONG THE WEST LINE OF SAID BLOCK C, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 75 FEET, THENCE SOUTH 89 DEGREES 01 MINUTES RAST, 152 FEET, THENCE NORTH 89 DEGREES 01 MINUTES WEST 152 FIET TO THE POINT OF BEGINNING,

PARCEL TWO (2), THE NORTH 80 FEET OF LOTS 23, 24, 25 AND 26 OF BLOCK 22, AND THE SOUTH 60 FEET OF LOTS 25 AND 26, BLOCK 22 OF EAST PENSACOLA A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO MAP BY J.E. KAUSAR IN JANUARY, 1981, AND RECORDED IN DEED BOOK 77, AT PAGE 520 OF THE PUBLIC RECORDS OF SAID COUNTY.

JANET LANDER
County Attorney
Board Certified City, County, and
Local Government Law

ALISON PERDUE ROGERS
Deputy County Attorney
Board Certified City, County, and
Local Government Law

CHARLES V. PEPPLER Chief Litigation Attorney Board Certified Civil Trial Law

STEPHEN G. WEST Assistant County Attorney Board Certified Real Estate Law

RYAN ROSS
Assistant County Attorney

FRED H. WAGNER
Assistant County Attorney

#### BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA
OFFICE OF THE COUNTY ATTORNEY

221 PALAFOX PLACE, SUITE 430 PENSACOLA, FLORIDA 32502

TELEPHONE: (850) 595-4970 TELEFAX: (850) 595-4979



March 22, 2007

Greg Godfrey 1111 Simpson Street Pensacola, FL 32526

Re:

6340 Louisville Avenue

Dear Mr. Godfrey:

Our office was notified that the outstanding code enforcement violations on the above-reference property have been abated in accordance with the relief granted by the Board of County Commissioners at its meeting on February 1, 2007. Please contact Brenda Robinson, Deputy Clerk, Official Records, 221 Palafox Place, Suite 110, Pensacola, Florida 32502, (850) 595-3930 to pay the remaining balance of \$1,110 due under the lien created by the Order of the Environmental Enforcement Special Magistrate recorded in O.R. Book 5977 at pages 403 and 766 of the public records.

Please feel free to call if you have any questions or require any additional information.

Stephen G. West

**Assistant County Attorney** 

SGW/el

cc:

Charlie Walker, Chief, Code Enforcement

Brenda Robinson, Deputy Clerk, Official Records



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5841 Written Communication 7. C.

**BCC Regular Meeting** 

Meeting Date: 03/18/2014

**Issue:** Written Communication Request from Gabrieli A. Davis

**From:** Judy Witterstaeter, Program Coordinator

**Organization:** County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

March 3, 2014 - Communication from Gabrieli A. Davis requesting that the Board rehear his appeal of the Escambia County Contractor Competency Board's decision of January 8, 2014, that went to the Board on February 6, 2014.

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A

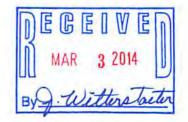
#### **Attachments**

Written Communication Request - Davis
Regular BCC Meeting Minutes - 2-6-2014

### BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY FLORIDA

GABRIELI A. DAVIS,

Complaint,



V.

Complaint No: COM130900019

ESCAMBIA COUNTY,

CONTRACTOR COMPETENCY BOARD,

Respondent.

TO:

Escambia County Board of County Commissioners' (BCC)

DATE:

March 3, 2014

RE:

Request for Rehearing and Placement on March 16, 2014 Agenda.

I humbly request that my appeal from the Contractor's Competency Board Hearing be reheard at the next available Commissioner's Meeting and show just cause for such:

(1) I was never properly notified of the first hearing scheduled for February 6, 2014. This is a "he say they say" matter. The Building Department will say they did but I ask the Board to look at it from a "reasonable person view". Would a reasonable person prepare a detail response, hand deliver it to each County Commissioner's Office and call numerous of times to the Building Department and Mr. Newsome's office requesting the date for the hearing and then not show up? I did all those things and I would have been there if I had been told or notified. Special Note: Mrs. Garrett statement that she prepared a notification to be sent to me before her mother's death but after her mother's death she left it in the office and cannot say if it was delivered. OUESTION — Why prepare a separate communication if you already gave one? In the packet I received from the Building Department it contained no such notice. It is strange how Mr. Mayo has never returned my calls prior to the February 6, 2014 hearing date. In fact in preparation for this presentation I went to Commissioner May's office to talk with Loretta. Prior to walking in I called Mr. Mayo who did not answer. Less than a minute later; Loretta called

him and he answered. When I left her office she gave me his cell number. While enroute to the clerk's office I called again less than five minutes later to both the office and cell numbers no answer and still no response to the message left. Caller ID works miracles at times for those who do not wish to communicate with the caller. I have also made a public records request verbally and in writing from Mr. Mayo and I still have not received the documents that I am authorize to request and have.

- (2) There are four questions that truly need to be heard and responded to for my good and the general public's good.
  - a. Promissory Estoppel Can Contractors make promises to induce residents' to sign a contract and then not honor them? Case Law and Common Law says no they have to honor them but our Competency Board refuses to hear or rule on such.
  - b. Board Knowledge Should anyone be allowed to serve on such a board and not be fully knowledgeable of the rules? The current Chairman stated it was not the Board's responsibility to enforce contractor's warranties; yet the board attorney said different and supported that statement by stating the code that says it is. The vote to deny my complaint was taken directly after the Chairman made that statement. How can anyone believe it was not prejudicial and the source that made the other board members' vote to deny?
  - c. What Is the Board's Job The board is to enforce the rules, policies, ordinances' and codes. Yet the board in this case interpreted the complaint. In particular whether a life time warranty is feasible in Florida. If the contractor and manufacture issued it then it is the boards' job to enforce it not define it or explain why it cannot work here. This board needs to hear this and respond to the Competency Board with direction.
  - d. Cases Should be Decided on Merits Is it fair for an Escambia County Tax Payer not to be heard. If the case has value then it should be heard and decided by such.

I close by simply requesting that my appeal that was properly filed be heard and that I be given a chance to present my case before this board.

Respectfully yours,

GABRIELI A. DAVIS

Cc: County Commissioners

BCC Clerk

Mr. Donald Mayo Building Department

#### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

#### **REGULAR BCC AGENDA** – Continued

#### 12. Continued...

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving to direct the County Attorney and staff to work at developing a Competency Board policy that specifically requires the Competency Board to hear valid cases, regardless of outside influences.

#### Speaker(s):

Wayne Mitchell Stephen Moorhead John Matthews

<u>For Information:</u> The Board heard Commissioner Valentino disclose that he has filed a complaint against a contractor, through the Contractor Competency Board; however, according to the County Attorney, there is no conflict and he will vote on this issue.

#### 13. <u>5:33 p.m. Hearing</u>

Motion made by Commissioner Barry, seconded by Commissioner Valentino, and carried unanimously, upholding the Contractor Competency Board's decision of January 8, 2014, whereby it dismissed Dr. Gabrieli A. Davis' complaint against David Rademacher and Horizon Sunrooms & Spas, Inc., for lack of probable cause, as it failed to substantiate that any violation of Chapter 18 of the Escambia County Code of Ordinances and the Florida Building Code (Section 553.70, Florida Statutes) had occurred.

Speaker(s) - None.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5813 Public Hearings 9.

**BCC Regular Meeting** 

**Meeting Date:** 03/18/2014

**Issue:** 2:01 p.m. Public Hearing Concerning an Ordinance Extending the Temporary

Moratorium Related to Solid Waste Management Facilities

From: Charles Peppler, Deputy County Attorney

Organization: County Attorney's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

2:01 p.m. Public Hearing for consideration of adopting an Ordinance extending the temporary moratorium related to Solid Waste Management Facilities.

<u>Recommendation:</u> That the Board adopt an Ordinance extending the temporary moratorium on the processing of applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or other approval of any type for any new construction of solid waste management facilities, resource recovery systems and other facilities.

#### **BACKGROUND:**

At the March 6, 2014 meeting, the Board scheduled a public hearing to consider adoption of an ordinance extending the temporary moratorium enacted by Ordinance No. 2013-30 for an additional six months.

On July 26, 2013, the Board adopted Ordinance No. 2013-30 imposing a temporary moratorium on the processing of appplications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or other approval of any type for any new construction of solid waste management facilities, resource recovery systems and other facilities while County staff drafts land use regulations relating to these facilities and systems and undertakes a comprehensive review of its land use regulations for these types of facilities. County staff presented an ordinance concerning materials resource facilities (MRF) to the Board at the February 18, 2014 meeting, and the Board adopted the ordinance (Ordinance No. 2014-10). However, additional regulations are needed for other types of solid waste management facilities and resource recovery systems. An extension of the temporary moratorium is needed for County staff to complete this process of review of the Land Development Code and other regulations and to prepare drafts of proposed ordinances and regulations.

#### **BUDGETARY IMPACT:**

N/K

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Deputy County Attorney Charles V. Peppler drafted the proposed Ordinance and it was advertised in the <i>Pensacola News Journal</i> on March 7, 2014.
PERSONNEL: N/K
POLICY/REQUIREMENT FOR BOARD ACTION: N/A
IMPLEMENTATION/COORDINATION: N/A
Attachments
<u>Draft Ordinance</u>

1	ORDINANCE NUMBER 2014
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA EXTENDING A TEMPORARY MORATORIUM ON THE ISSUANCE OF ANY PERMITS, DEVELOPMENT ORDERS OR OTHER APPROVAL FOR ANY NEW CONSTRUCTION OF SOLID WASTE MANAGEMENT OR DISPOSAL FACILITIES, RECOVERED MATERIALS PROCESSING FACILITIES, WASTE TO ENERGY FACILITIES, SOLID WASTE COMBUSTOR SYSTEMS, TRANSFER STATIONS, RESOURCE RECOVERY SYSTEMS, MIXED WASTE PROCESSING FACILITIES OR ANY OTHER SIMILAR FACILITIES; PROVIDING FOR THE DURATION OF SUCH MORATORIUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
17	County adopted Ordinance No. 2013-30 imposing a temporary moratorium on the
18	processing of applications for, and the issuance of, permits, development orders, DRC
19	approvals, administrative approvals, or other approval of any type for any new
20	construction of solid waste management facilities, resource recovery systems and other
21	facilities as described in Ordinance No. 2013-30; and
22	WHEREAS, the County's Land Development Code provides for the siting of
23	landfills, borrow pits and reclamation activities associated with borrow pits, but does not
24	specifically address container to container transfer stations, recovered materials
25	processing facilities, waste to energy systems or other solid waste management
26	facilities only describing these facilities as "solid waste transfer stations, collections
27	points, and/or processing facilities"; and
28	WHEREAS, Florida Statutes and Florida Administrative Code have defined these
29	types of facilities and systems; and

1 WHEREAS, the Board of County Commissioners held its first public hearing on 2 February 6, 2014, and held its second public hearing on February 18, 2014, to adopt 3 Ordinance No. 2014- defining a materials recovery facility (MRF) consistent with 4 §403.703(19), Fla. Stat. and imposing performance standards for a MRF, other parts of 5 the Land Development Code still require revision and amendment concerning the use of the terms "solid waste transfer stations, collection points and/or processing facilities": 6 7 and 8 WHEREAS, there is a rational relationship for a moratorium to be imposed and to 9 be extended so as to allow the County to preserve the status quo while it formulates 10 land use regulations relating to these facilities and systems and undertakes a 11 comprehensive review of its land use regulations and performance standards for the 12 siting and operation of these facilities and systems during the extended moratorium 13 period; and 14 WHEREAS, specific authority for the Board of County Commissioners to adopt 15 this ordinance includes, but is not limited to, Article VIII, Section 1(f) of the Florida 16 Constitution of 1968 and Sections 125.01(1)(h), and (k), Florida Statutes; and 17 WHEREAS, the recitation of findings set forth in Ordinance No. 2013-30 are 18 hereby adopted and incorporated by reference. NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY 19 20 COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA: 21 Section 1. Part I of the Escambia County Code of Ordinances, Chapter 82, Article V, 22 Landfills and other Disposal Facilities, is hereby amended to read as follows:

- 1 Sec. 82-198. New Solid Waste Management and Solid Waste Disposal Facilities
- 2 Moratorium.

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- 3 A. Findings. The foregoing recitation of findings are hereby adopted and
- 4 incorporated by reference herein as the factual basis which necessitates this action.
- 5 B. Declaration of Moratorium.
  - 1. The Board of County Commissioners hereby declares that processing applications for, and the issuance of, permits, development orders, DRC approvals, administrative approvals, or an approval of any type for <u>a</u> new solid waste management facility, solid waste disposal facility, <u>materials</u> recovery facility, recovered materials processing facility, waste to energy facility, solid waste combustor system, transfer station, resource recovery system, mixed waste processing facility, volume reduction plant or any other similar facility or system, shall temporarily cease immediately upon the effective date of this ordinance, for the period set forth in Paragraph C, following.
  - 2. The moratorium imposed by this ordinance shall prohibit the processing of future land use map amendments or zoning map amendments for the purpose of establishing areas for the operation of the above described facilities and any similar facilities.
  - 3. This moratorium is not intended to affect nor shall it affect expansion of those solid waste management facilities, now existing, including the Palafox Transfer Station and the Perdido Landfill, and any materials

1	recovery facility	MRF) p	provided for I	oy Ordinance No	o. 2014-	legally in
				•		- • •

3 C. Duration of Moratorium. This moratorium imposed by this ordinance shall

operation as of the effective date of this ordinance.

- 4 automatically expire on April 21, 2014 October 19, 2014, unless prior to such expiration,
- 5 the Board of County Commissioners, after holding a public hearing, finds and
- 6 determines that it is necessary to extend the moratorium for a limited and specified
- 7 additional time period or upon adoption of amendments to the Land Development Code
- 8 contemplated by the moratorium to prevent adverse off-site impacts and incompatibility
- 9 of uses.

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- 10 D. Jurisdiction. This ordinance imposing the foregoing moratorium shall apply to all
- incorporated and unincorporated areas of Escambia County unless a municipality shall
- 12 expressly exclude itself by resolution.
- 13 <u>Section 2.</u> Severability.
- 14 It is declared the intent of the Board of County Commissioners that any
- 15 subsection, clause, sentence, provision or phrase of this ordinance is held to be invalid
- or unconstitutional by a court of competent jurisdiction, such invalidity or
- 17 unconstitutionality shall not be so construed as to render invalid or unconstitutional the
- 18 remaining provisions of this ordinance.
- 19 Section 3. Inclusion in the Code.
- 20 It is the intention of the Board of County Commissioners that the provisions of
- 21 this ordinance shall become and be made part of the Escambia County Code; and that
- 22 the sections of this ordinances may be renumbered or relettered and the word

1	"ordinance",	may be changed to "see	ction", "artic	le", or such	other appropriate word or
2	phrase in or	der to accomplish such i	ntention.		
3	Section 4.	Effective Date.			
4	This	ordinance shall become	effective up	on its filing	with the Department of
5	State.				
6	DONE	E AND ENACTED this _	day of		, 2014.
7 8 9 10 11 12 13 14			ESCAME		Y COMMISSIONERS Y, FLORIDA
15 16 17 18	ATTEST:	Pam Childers Clerk of the Circuit Cou	urt .		ent approved as to form
19	Depu	ty Clerk			1 Alexandre
20 21 22 23	(Seal)			By: CAA Title: Date:	pory cry A Try
24	ENACTED:				
25 26	FILED WITH	DEPARTMENT OF ST	ATE:		
27 28	EFFECTIVE	:			

AI-5837 Clerk & Comptroller's Report 10. 1.
BCC Regular Meeting Consent

Meeting Date: 03/18/2014

**Issue:** Acceptance of CAFRs

**From:** Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

#### **Recommendation:**

Recommendation Concerning Acceptance of Comprehensive Annual Financial Reports

That the Board accept, for filing with the Board's Minutes, the following two Comprehensive Annual Financial Reports (CAFR), as received in the Clerk to the Board's Office on March 4, 2014 (available online at <a href="http://www.escambiaclerk.com/clerk/coc\_cafr.aspx">http://www.escambiaclerk.com/clerk/coc\_cafr.aspx</a>):

A. The Government Finance Officers' Association version of the *Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2013*; and

B. The Auditor General version of the *Escambia County, Florida, Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2013.* 

#### **Attachments**

#### 2013 CAFR

## **3/18 Agenda**

#### SHARON HARRELL

Sent:

Tuesday, March 04, 2014 10:25 AM

To:

**DORIS HARRIS** 

Cc:

PAM CHILDERS; Amy L. Lovoy

Attachments: 2013 Escambia County CAFR.pdf (2 MB); 2013 Escambia County CAFR AG.pdf (3

MB)

#### Hi Doris,

Attached are the PDF's of the Final Version of the 2013 CAFR, and the Final version of the 2013 CAFR Auditor General version - formerly called the Audit Report.

The CAFR - is submitted to the GFOA (Government Finance Officers Association) and for Bond Compliance.

The CAFR AG version - is the Full Audit Report, with the Auditor's Management Letter in the Compliance Section, and the Constitutional Officers in the Supporting Financial Statement Section. This will be submitted to the Auditor General, to the Department of Financial Services (DFS) and to the Federal Audit Clearing House (for Single Audit Compliance).

Thanks, Sharon

## Sharon Harrell, CPA Manager, Financial Reporting/Grants

PAM CHILDERS, Clerk of Circuit Court & Comptroller First Judicial Circuit, Escambia County 221 Palafox Place, Suite 130 Pensacola, FL 32502-5843 **850-595-4825** 

👼 🖂 SHarrell@escambiaclerk.com www.EscambiaClerk.com

AI-5834 Clerk & Comptroller's Report 10. 2.
BCC Regular Meeting Consent

Meeting Date: 03/18/2014

**Issue:** Acceptance of Documents

**From:** Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

#### **Recommendation:**

Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

That the Board accept the following documents provided to the Clerk to the Board's Office:

A. A copy of the February 27, 2014, email message from Paul Thorpe, Resource Planning Section Manager, Northwest Florida Water Management District (NWFWMD), to Pam Childers, Clerk of the Circuit Court and Comptroller, advising that the NWFWMD's March 1, 2014, Consolidated Annual Report is available and can be viewed on the District's website at <a href="https://www.nwfwmd.state.fl.us">www.nwfwmd.state.fl.us</a>, as received in the Clerk to the Board's Office on February 28, 2014; and

B. Closing documents related to the sale of property, located at 2006 Woodbury Drive, to Don C. Feeser and Penny C. Feeser, as approved by the Board on August 23, 2012, and received in the Clerk to the Board's Office on February 28, 2014.

**Attachments** 

NWFWMD Annual Report
Feeser Closing Documents

#### **DORIS HARRIS**

From: SHARON HARRELL

Sent: Friday, February 28, 2014 7:53 AM

To: PAM CHILDERS
Cc: DORIS HARRIS

Subject: FW: NWFWMD March 1, 2014, Consolidated Annual Report

Attachments: NWFWMD 2014 Consolidated Annual Report.pdf; Distribution List.pdf

Good Morning Pam,

This is nothing that I would need.

Looks like an informational/Capital Improvement Plan type of Document. I cc'd Doris in case this is something that needs to be placed on the Agenda.

Thanks, Sharon

#### Sharon Harrell, CPA

#### Manager, Financial Reporting/Grants

PAM CHILDERS, Clerk of Circuit Court & Comptroller First Judicial Circuit, Escambia County 221 Palafox Place, Suite 130 Pensacola, FL 32502-5843 850-595-4825

SHarrell@escambiaclerk.com

www.EscambiaClerk.com

From: PAM CHILDERS

Sent: Thursday, February 27, 2014 5:05 PM

To: SHARON HARRELL

Subject: FW: NWFWMD March 1, 2014, Consolidated Annual Report

Anything you need to know about?

#### **PAM CHILDERS**

#### Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

190 W. Government St.

Pensacola, FL 32502

(850) 595-4310

PChilders@EscambiaClerk.com

www.EscambiaClerk.com

Notice: Florida has a very broad public records law.

From: Paul Thorpe [paul.thorpe@nwfwmd.state.fl.us]

Sent: Thursday, February 27, 2014 4:24 PM

**To:** Ex-Officio Clerk, BCC - Bay; Ex-Officio Clerk, BCC - Calhoun; PAM CHILDERS; Ex-Officio Clerk, BCC - Franklin; Ex-Officio Clerk, BCC - Gadsden; Ex-Officio Clerk, BCC - Gulf; Ex-Officio Clerk, BCC - Holmes; Ex-Officio Clerk, BCC - Jackson; Ex-Officio Clerk, BCC - Jefferson; Ex-Officio Clerk, BCC - Liberty; Ex-Officio Clerk, BCC - Okaloosa; Ex-Officio Clerk, BCC - Santa Rosa; Ex-Officio Clerk, BCC - Wakulla; Ex-Officio Clerk, BCC - Walton; Ex-Officio Clerk, BCC - Washington

Cc: Leigh Brooks

Subject: NWFWMD March 1, 2014, Consolidated Annual Report

To: Distribution (attached)

#### RE: NWFWMD Consolidated Annual Report

The Northwest Florida Water Management is pleased to submit its March 1, 2014, Consolidated Annual Report, in accordance with Chapter 373.036(7), Florida Statutes. The report is attached as a PDF file. It is also posted on the District's website at <a href="https://www.nwfwmd.state.fl.us/pubs/consolidatedAR/consolAR.html">www.nwfwmd.state.fl.us/pubs/consolidatedAR/consolAR.html</a>. The report includes the following elements:

- 1. Strategic Water Management Plan Annual Work Plan Report;
- 2. Minimum Flows and Levels Annual Priority List;
- 3. Annual Five-Year Capital Improvement Plan;
- 4. Five-Year Water Resource Development Work Program;
- 5. Alternative Water Supplies Annual Report;
- 6. Florida Forever Water Management District Work Plan Annual Report;
- 7. Mitigation Donation Annual Report;
- 8. Surface Water Improvement and Management Program Summary Report.

To request a hard copy or CD of the report, please contact Leigh Brooks at (850) 539-5999 or Leigh.Brooks@nwfwmd.state.fl.us. We welcome any comments or questions you or your staff may have concerning this document.

#### Sincerely,

Paul J. Thorpe
Resource Planning Section Manager
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712
(850)539-5999; (850) 539-2643 (Direct)
FAX (850)539-2778
Paul.Thorpe@nwfwmd.state.fl.us

#### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

#### **COUNTY ADMINISTRATOR'S REPORT – Continued**

#### II. BUDGET/FINANCE CONSENT AGENDA

#### 1-20. Approval of Various Consent Agenda Items

Motion made by Commissioner White, seconded by Commissioner Robinson, and carried 3-0, with Commissioner Valentino and Commissioner Young absent, approving Consent Agenda Items 1 through 20, as follows, with the exception of Item 10, which was held for a separate vote:

- 1. Adopting the Resolution (R2012-117) approving Supplemental Budget Amendment #221, General Fund (001), in the amount of \$31,052, to recognize miscellaneous fees, insurance, and off-duty officer reimbursements, and to appropriate these funds back into the Escambia County Sheriff's Budget.
- 2. Adopting the Resolution (R2012-118) approving Supplemental Budget Amendment #222, Other Grants and Projects Fund (110), in the amount of \$52,236, to recognize proceeds from the Florida Fish and Wildlife Conservation Commission, and to appropriate these funds to be used for reef monitoring.
- 3. Approving Budget Amendment Request #225, Court Administration/Technology, Article V Fund (115), in the amount of \$8,500, to cover increased personnel costs associated with an employee's separation from employment and leave payout.



- 4. Taking the following action concerning the reduction of the minimum bid required for the sale of real property located at 2006 Woodbury Drive, due to the Property Appraiser's reassessed value:
  - A. Authorizing the sale of real property, Account Number 11-3326-597, Reference Number 14-1N-31-1002-028-005, to the bidder with the highest offer received at or above the reassessed minimum bid of \$27,258, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board; and
  - B. Authorizing the Chairman to sign all documents related to the sale.



#### INTER-OFFICE MEMORANDUM

TO: Doris Harris, Deputy Clerk to the Board

FROM: Our Stephen G. West, Senior Assistant County Attorney

DATE: February 27, 2014

RE: County's Sale of Surplus Property to Don C. Feeser & Penny C. Feeser

2006 Woodbury Drive (BCC approved 8/23/2012)

The closing concerning the above-referenced property has been completed. I am providing the attached documents to you as the custodian of records as follows:

- 1. Original Agreement for Sale and Purchase.
- 2. Original Satisfaction of Conditions Precedent to Closing.
- 3. Original Settlement Statement.
- 4. Copy of the recorded Deed recorded in Official Record Book 7139 at pages 1816-1817.
- 5. Copy of August 23, 2012 BCC Meeting Resume.

Please contact me if you have any questions.

/s

#### Attachments

cc: Carol Fretwell, Financial Services (w/o attachments)
Dianne Taylor, Management & Budget (w/o attachments)

AI-5839 Clerk & Comptroller's Report 10. 3.
BCC Regular Meeting Consent

Meeting Date: 03/18/2014

**Issue:** Public Official Bond for SRIA Appointee **From:** Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

#### **Recommendation:**

Recommendation Concerning Approval of a Public Official Bond for Santa Rosa Island Authority Appointee

That the Board approve, and authorize the Commissioners to execute, the Public Official Bond for Santa Rosa Island Authority (SRIA) appointee Jerome Ellis Watson, Western Surety Company Bond No. 61938751, in the amount of \$10,000, underwritten by McMahon-Hadder Insurance, Inc., effective for a term beginning February 6, 2014, and ending February 6, 2016; the original Bond will be filed with the SRIA.

#### **Attachments**

Public Official Bond

WESTERN SURETY COMPANY P.O. Box 5077 Sioux Falls, SD 57117-5077 (605) 336-0850



WESTERN SURETY COMPANY . ONE OF AMERICA'S OLDEST BONDING COMPANIES DECOCOCOCOCOCO

Bond No. 61938751

Effective Date: February 6th, 2014

# Western Surety Company

## State of Florida

Secretary of State

Division of Elections

500 South Bronough Street, Room 316 Tallahassee, Florida 32399-0250

#### Public Official Bond

THE SET COUNTY OF THE SET RESERVE	rs, That we, Jerome Ellis Watson (Official's Name)
as Principal, and WESTERN S	
us Surety are bound unto the Common of	ate Care of Florida and the
as Surety, are bound into the Governor of	the State of Florida, and his successors in office, in the sum of
\$ 10,000.00	Dollars, we hereby bind ourselves and each of our heirs, executors
administrators, successors and assigns, jointly and	severally.
THE CONDITION OF THIS O	BLIGATION IS SUCH. That, whereas, said official was
	Santa Rosa Island Authority to hold this office for (Name of Office)
a term beginning <u>February 6th, 20</u>	14 and ending February 6th, 2016 and until his/he
successor is qualified according to the Constitution	and Laws of the State of Florida
saccessor is quantied according to the constitution	and Laws of the State of Plotida.
NOW, THEREFORE, If the official shall faithf	fully perform the duties of their office as provided by law, this obligation is void.
	1
	PM I F
	X ferome Ellis Walson
	(Signature of Official)
Signed and Sealed thisday of	February 2014
	101 S. Reid St., Ste. 300
WESTERN SURETY COMPANY	Sioux Falls, SD 57103-7046
WESTERN SURETI COMPANI	(Address of Main Surety Company)
F	Mc Mahon-Hadder Ins., Inc.
By	
WILLIAM TO THE STATE OF THE STA	(Name of Local Bonding Company)
SUITED	375 N. 9th Ave., Pensacola, FL 32502
A connect	A of Address of Local Bonding Company
(SEAL)	By X Namel of Kentry
SEAT STATE	(Signature (Licensed Resident Agent)
TH DAKO	A Cartal Canaday Number of Liveral Dead on Annual
By Ahmid of Kai	(Social Security Number of Licensed Resident Agent) Daniel F Rentz III
Appointed Agent of Sur	
	(Type Name of Licensed Resident Agent)
The above is approved this	day of
by:	County Commissioners
Chairman:	
4band.doc (02-/04) Form 1345-12-2012	

DOG WESTERN SURETY COMPANY + ONE OF AMERICA'S DIDEST CONDING COMPANIES

# Western Surety Company

#### **POWER OF ATTORNEY**

#### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Daniel F Rentz III	of Pensac	ola	,
State of Florida	, with limited authority, i	ts true and lawful	Attorney-in-Fact, will full power and
authority hereby conferred to sign, execute, ackn			
following bond:			
<b>One</b> <u>Board Member Santa Rosa Is</u>	land Authority		
bond with bond number 61938751			
for Jerome Ellis Watson			
as Principal in the penalty amount not to exceed:			
Western Surety Company further certifies that the	following is a true and event on	ov of Caption 7 of th	a by lowe of Mestern Suraty Company
duly adopted and now in force, to-wit:	ioliowing is a title and exact cop	by or Section 7 or the	e by-laws of western Surety Company
Section 7. All bonds, policies, undertakings, Pow			
name of the Company by the President, Secretary, any Board of Directors may authorize. The President, ar			
Attorneys-in-Fact or agents who shall have authority to	issue bonds, policies, or underta	akings in the name o	of the Company. The corporate seal is
not necessary for the validity of any bonds, policies, und such officer and the corporate seal may be printed by fa		r other obligations o	f the corporation. The signature of any
In Witness Whereof, the said WESTERN			
Vice President with the	corporate seal affixed this _	<u></u>	of,
,			
ATTEST	W	EXTERN S	SUBETY COMPANY
a. Viezn	D	ESTERN S	SURETY COMPANY
	Secretary	٠. ١ - سه	Paul T. Bruflat, Vice President
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STATE OF SOUTH DAKOTA			
STATE OF SOUTH DAKOTA ss			
COON TO F WIINNEHARA			
On this13th day ofFeb	mary 2014	hoforo mo o	Notory Dublic personnel
Paul T. Bruflat	and		etor
who, being by me duly sworn, acknowledged that	they signed the above Powe		
and Assistant Secretary, respectively, of the said	I WESTERN SURETY COM	PANY, and ackno	owledged said instrument to be the
voluntary act and deed of said Corporation.			
S. PETRIK			
NOTARY PUBLIC		1	Q.
SOUTH DAKOTA		<b>)</b>	Votrib
# % % % % % % % % % % % % % % % % % % %			WURC
My Commission Expires August 11, 2016			Notary Public

	, AC	KNOWLEDGMENT OF SURE	CTY	
STATE OF Florida	}	(Attorney-in-Fact)	Bond No. 61	.938751
COUNTY OF Escambia	SS	` '		
	,			
On this 13th	day of	February	, <u>2014</u> , be	efore me, a notary public in
and for said County, person	onally appeared Dani	el F Rentz III		
to me personally known	and being by me duly	sworn, did say, that he/she is	the Attorney-in-Fact	of WESTERN SURETY
COMPANY, a corporation	n of Sioux Falls, South	Dakota, created, organized and	existing under and b	y virtue of the laws of the
		nt was executed on behalf of th		
Directors and that the sai	<u>d Daniel F Rentz</u>	III	-	-
acknowledges said instru	ament to be the free	act and deed of said corporation	on and that he/she h	as authority to sign said
instrument without affixing	ng the corporate seal of	said corporation.		
IN WITNESS WHER	EOF, I have hereunto s	subscribed my name and affixed	my official seal at	
	<u>Pens</u>	<u>acola , Florida                                    </u>	, the day and	year last above written.
My commission expires	2016	Calu-	1eja 058	Notary Public
Form 106-9-2013				
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\$ 30 m	Expires 07/02/2016	3		

Al-5835 Clerk & Comptroller's Report 10. 4.

BCC Regular Meeting Consent

Meeting Date: 03/18/2014

**Issue:** Minutes and Reports

From: Doris Harris, Deputy Clerk to the Board

Organization: Clerk & Comptroller's Office

#### **Recommendation:**

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held March 6, 2014; and

B. Approve the Minutes of the Regular Board Meeting held March 6, 2014.

#### **Attachments**

March 6, 2014, Agenda Work Session Report

### REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD MARCH 6, 2014

#### BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

(9:07 a.m. – 10:56 a.m.)

Present: Commissioner Lumon J. May, Chairman, District 3

Commissioner Steven L. Barry, Vice Chairman, District 5

Commissioner Grover C. Robinson IV, District 4 Commissioner Gene M. Valentino, District 2

Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

Larry M. Newsom, Interim County Administrator

Alison Rogers, County Attorney

Susan Woolf, General Counsel to the Clerk Doris Harris, Deputy Clerk to the Board

Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Wilson B. Robertson, District 1

- 1. <u>FOR INFORMATION:</u> The agenda package for the 5:30 p.m., March 6, 2014, Regular Board Meeting, was reviewed as follows:
  - A. Judy H. Witterstaeter and County Attorney Rogers reviewed the agenda cover sheet;
  - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
  - C. Horace Jones and Joy Blackmon reviewed the Growth Management Report;
  - D. Interim County Administrator Newsom, County Attorney Rogers, Judy H. Witterstaeter, Robert Turpin, Amy Lovoy, Gordon Pike, and Colby Brown reviewed the County Administrator's Report, and Herold Humphrey commented concerning Item II-11 and the Honorable Ashton Hayward, Mayor, City of Pensacola, and Scott Luth, Greater Pensacola Chamber of Commerce, commented concerning Item III-1;
  - E. County Attorney Rogers reviewed the County Attorney's Report; and
  - F. Commissioner Robinson and Commissioner Barry each reviewed his add-on item.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5864 Growth Management Report 10. 1.

BCC Regular Meeting Consent

Meeting Date: 03/18/2014

**Issue:** Schedule of Public Hearings

From: Horace Jones

**Organization:** Development Services

#### **RECOMMENDATION:**

Recommendation Concerning the Scheduling of Public Hearings

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

April 3, 2014

A. 5:45 p.m.-A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on March 4, 2014.

Case No.: Z-2013-20

Address: 12511 Lillian Hwy

Property Reference 02-2S-32-6000-005-002

No.:

Property Size: 3.26 (+/-) acres

From: R-4, Multiple-Family District (cumulative) medium high density (18

du/acre)

To: R-6, Neighborhood Commercial and Residential District (cumulative) high

density (25 du/acre)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner 1

District:

Requested by: Jesse W. Rigby, Agent for Bobby Gene and Sally Lynn Reynolds, Owners

Case No.: Z-2014-03

Address: End of Stone Blvd

Property Reference 14-1N-31-1001-011-002

No.:

Property Size: 14.67 (+/-) acres

From: ID-CP, Commerce Park, District (cumulative)
To: ID-2, General Industrial District (noncumulative)

FLU Category: MU-S, Mixed-Use Suburban

Commissioner

District:

5

Requested by: Bill Newlon, Agent for Black Gold of Northwest Florida, LLC, Owner

Case No.: Z-2014-04

Address: 12501 Lillian Hwy

Property Reference 02-2S-32-6000-002-002

No.:

Property Size: .77 (+/-) acres

From: R-4, Multiple-Family District (cumulative) Medium High Density (18

du/acre)

To: R-6, Neighborhood Commercial and Residential District (cumulative)

High Density (25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 1

District:

Requested by: Ronald D. Bailey, Trustee for Ronald D. Bailey Trust

Case No.: Z-2014-05

Address: 6841 Kemp Rd

Property Reference 24-1S-30-1600-000-001

No.:

Property Size: 9.38 (+/-) acres

From: R-5, Urban Residential/Limited Office District, (cumulative) High Density

(20 du/acre)

To: C-2, General Commercial and Light Manufacturing District (cumulative)

(25 du/acre)

FLU Category: MU-U, Mixed-Use Urban

Commissioner 3

District:

Requested by: T. Heath Jenkins, Agent for Rodney Sutton, Owner

B. 5:46 p.m. - A Public Hearing - LSA-2014-01 Stone Blvd

C. 5:47 p.m. - A Public Hearing - SSA-2014-01 6841 Kemp Rd

D. 5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Escambia County Comprehensive Plan 2030



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5819 County Administrator's Report 10. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 03/18/2014

**Issue:** Revised Community Redevelopment Agency Meeting Minutes, January 16,

2014

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Revised Minutes, January 16, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept, for filing with the Board's Minutes, the Revised January 16, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

The Minutes approved by the Board on February 18, 2014, did not show the roll call vote. The provided revised Minutes reflect the vote for each Agenda Item.

#### **BACKGROUND:**

On January 16, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

CED/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**

#### **REVISED JAN 16 CRA MINUTES**



# REVISED MINUTES COMMUNITY REDEVELOPMENT AGENCY January 16, 2014 8:45 a.m.

#### BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present:

Vice Chair Gene M. Valentino

Commissioner Wilson Robertson

Chair Lumon J. May

Commissioner Steven L. Barry

Absent:

Commissioner Grover Robinson, IV

Staff Present: Alison Rogers, County Attorney

Carolyn Barbour, Administrative Assistant

Clara Long, Division Manager Keith Wilkins, Department Director

Call to Order.

### (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

#### I. Public Forum

#### II. Technical/Public Service

Recommendation Concerning Community Redevelopment Agency Meeting
Minutes. November 21, 2013 - Keith Wilkins, Community & Environment
Department Director

That the Board accept for filing with the Board's Minutes, the November 21, 2013, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn

Barbour, Administrative Assistant.

Vote: 4 - 0

2 Recommendation Concerning a Memorandum of Understanding between the Escambia County Community & Environment Department/Community
Redevelopment Agency and the Escambia County Sheriff's Office - Keith Wilkins.
Department Director

That the Board take the following action concerning a Memorandum of Understanding (MOU) between the Escambia County Community & Environment Department/Community Redevelopment Agency (CED/CRA) and the Escambia County Sheriff's Office:

A. Approve the MOU that will provide for the implementation of a crime prevention and reduction program patrolling the Brownsville, Palafox and Warrington Community Redevelopment Districts; and

B. Authorize the Chairman to sign the MOU.

[Funding: Fund 151, Cost Centers 220515 (Brownsville TIF), 220516 (Warrington TIF), and 220517 (Palafox TIF); Object Code 53401, Other Contractual Services, in the amount of \$15,000 per Redevelopment District]

Vote: 4 - 0

#### III. Budget/Finance

Recommendation Concerning Residential Rehab Grant Program Funding and Lien
Agreements for 111 Lakewood Road - Keith Wilkins. Community & Environment
Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 111 Lakewood Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Kenneth and Maureen Horton, the owners of residential property located at 111 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,209, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0

2 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Lakewood Road - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Lakewood Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and James and Margaret French, the owners of residential property located at 114 Lakewood Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,325, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0

Recommendation Concerning Residential Rehab Grant Program Funding and Lien
Agreements for 1003 Rue Max Avenue - Keith Wilkins. Community & Environment
Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1003 Rue Max Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Jeanne Jackson, the owner of residential property located at 1003 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$1,132, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer: and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0

4 Recommendation Concerning Cancellation of Five Residential Rehab Grant
Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following five lien cancellations, as the recipients have met their Grant requirements:

Property Owner Property Address Lien Amount

Eunice L. George	306 Southeast Kalash Road	\$1,377
John G. and Mary N. McKeon	228 Payne Road	\$1,700
Charles G. and Lois D. Nickels	223 Payne Road	\$ 982
Isobel Jacobs	214 Payne Road	\$6,000
Lee Anne Winchester	402 Frisco Road	\$5,500

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

Vote: 4 - 0

5 Recommendation Concerning Cancellation of Five Commercial Facade, Landscape, and Infrastructure Grant Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Liens:

A. Approve the following five Commercial Facade, Landscape, and Infrastructure Grant Program Lien Cancellations, since the Grant recipients have met their Grant requirements:

Property Owner's Name	Property Address	Lien Amount
Tzy-Yn Hua	847 North Navy Boulevard	\$6261
Gulf Coast Audio Visual Producers, Inc.	3720 North Pace Boulevard	\$10,000
Kim Rice	3107 Mobile Highway	\$9,631
Eugene S. Kerr	1002 North Navy Boulevard	\$10,000
LOJ, LLC	3740 North Pace Boulevard	\$10,000

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

Vote: 4 - 0

Recommendation Concerning Residential Rehab Grant Program Funding and Lien
Agreements for 3205 West Lee Street - Keith Wilkins. Community & Environment
Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 3205 West Lee Street:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Eva Roberts, the owner of residential property located at 3205 West Lee Street, Pensacola, Florida, in the Brownsville Redevelopment Area, each in the amount of \$3,730, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 220515, Object Code 58301, for electrical rewiring and replacing windows; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0

7 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 114 Milton Road - Keith Wilkins. Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 114 Milton Road:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Willie Mae West, the owner of residential property located at 114 Milton Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$3,145, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for connecting to sanitary sewer and installing a new central heating and air conditioning system; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0

8 Recommendation Concerning Commercial Facade, Landscape, and Infrastructure
Grant Program Funding and Lien Agreements for 3221 Barrancas Avenue - Keith
Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Commercial Facade, Landscape, and Infrastructure Grant Program Funding and Lien Agreements for the property located at 3221 Barrancas Avenue:

A. Approve the Commercial Facade, Landscape, and Infrastructure Grant Grant Program Funding and Lien Agreements between Escambia County CRA and Grande Lagoon Marine, Inc., the owner of commercial property located at 3221 Barrancas Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$10,000 representing an in-kind match through CDBG 2010, Fund 129, Cost Center 220435, Object Code 58301 for connecting to sanitary sewer, improving parking lot, providing ADA Handicap Access and installing fencing; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0

#### IV. Discussion/Information Items

Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5818 County Administrator's Report 10. 2.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 03/18/2014

Issue: Community Redevelopment Agency Meeting Minutes, February 18, 2014

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, February 18, 2014 - Keith Wilkins, Community & Environment Department Director

That the Board accept for filing with the Board's Minutes, the February 18, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Carolyn Barbour, Administrative Assistant.

#### **BACKGROUND:**

On February 18, 2014, a CRA meeting was convened to consider approval of multiple agenda items. A copy of the meeting minutes are attached.

#### **BUDGETARY IMPACT:**

No budgetary impact is anticipated.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal consideration is not necessary for this recommendation.

#### **PERSONNEL:**

CED/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 Minutes February 18, 2014



# MINUTES COMMUNITY REDEVELOPMENT AGENCY February 18, 2014 8:45 a.m.

#### BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Vice Chair Gene M. Valentino

Chair Lumon J. May

Commissioner Wilson Robertson Commissioner Steven L. Barry

Staff Present: Alison Rogers, County Attorney

Carolyn Barbour, Administrative Assistant

Clara Long, Division Manager

Attendees: Larry Newsom - Interim County

Administrator

Call to Order.

### (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.

#### I. Public Forum

#### II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting

Minutes, January 16, 2014 - Keith Wilkins, Community & Environment Department

Director

That the Board accept for filing with the Board's Minutes, the January 16, 2014, Community Redevelopment Agency's (CRA) Meeting Minutes prepared by Carolyn Barbour, Administrative Assistant.

Vote: 4 - 0 - Unanimously

#### III. Budget/Finance

1 Recommendation Concerning Cancellation of Five Residential Rehab Grant
Program Liens - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program:

A. Approve the following five lien cancellations, as the recipients have met their Grant requirements:

<b>Property Owner</b>	<b>Property Address</b>	Lien Amount
Dennis Kamin	909 Rue Max	\$1,050
Haariet F. Laton	9 Bell Court	\$1,005
Carlton E. and June H. McCullough	124 Reed Road	\$ 900
Isaiah and Avis Morrison	31 Milton Road	\$1,550
Robert H. and Dorothy A. Thompson	3 Bell Court	\$1,153

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

Vote: 4 - 0 - Unanimously

2 Recommendation Concerning Cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 1000 North Navy Boulevard - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for 1000 North Navy Boulevard:

A. Approve cancellation of the Commercial Facade, Landscape, and Infrastructure Grant Program Lien for Fun Zone Pizza, Inc., located at 1000 North Navy Boulevard, in the amount of \$8,750. The Grant recipient has met the Grant requirements; and B. Authorize the Chairman to execute the Cancellation of Lien document.

Vote: 4 - 0 - Unanimously

3 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1313 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements for the property located at 1313 Poppy Avenue:

A. Approve the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Hugh G. Suggs, Jr., the owner of residential property located at 1313 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for window replacement; and

B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement this Grant award.

Vote: 4 - 0 - Unanimously

#### IV. Discussion/Information Items

Adjournment.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5836 County Administrator's Report 10. 3.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 03/18/2014

**Issue:** Community & Environment Department - Request for Disposition of Property

**From:** Keith Wilkins, Department Director

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Request for Disposition of Property for the Community & Environment Department - Keith Wilkins, Community & Environment Department Director

That the Board approve the Request for Disposition of Property Form for the Community & Environment Department relating to a 1991 GMC Sonoma Truck, Property Number 37700, which is described and listed on the Disposition Form, with reason for disposition stated. The truck has been found to be of no further use to the County; thus, it is requested that it be auctioned as surplus or properly disposed of.

#### **BACKGROUND:**

The 1991 GMC Sonoma is in poor condition. It is currently inoperable and will have to be towed to the Road Department to be auctioned or sold as scrap per Escambia County's policy relating to procedures for disposing of surplus or obsolete equipment. The Sonoma has been checked, declared to be obsolete and/or of no use to the County, and suitable to be auctioned or properly disposed.

#### **BUDGETARY IMPACT:**

There is a possibility of recouping funds if/when property goes to auction or is sold as scrap.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with FS 274.07 and BCC Policy B-1,2 Section II, Procedures for Disposition of County Property.

#### IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Sonoma truck will be posted on the "Pensacola Community Auction" website and/or disposed of according to the Disposition of County Property policies of the BCC.

#### **Attachments**

NEFI-1991SonomaDisposition-PN37700

### REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:		omptroller's Finance Departme					
FROM	l: Disposing I	Department: Community & Env	ironment	COST CE	NTER NO:	220101	
Randy Wilkerson				DATE:	02-28-2014		
Proper	ty Custodian (		eFr	Phone No:	850-458-04	66	
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		IAL NUMBER	MODEL	YEAR	CONDITION
N	37700	GMC Sonoma Truck	1GTC	CS14R7M8525838	Sonoma	1991	Poor
Disposal	Comments:	Truck is in poor condition and	will need t	o be towed to the	Road Departn	nent for di	sposal.
Date:	er is Ready for E	Information Technology Technic	: _/	h T. Wilkins	1	).	
		v Commissioners					
Approvec	I by the County	Commission and Recorded in the N	dinutes of:	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Cou	urt & Comptr	oller
	pment Has Bee	n Auctioned / Sold					
y:	Print Name	-	Signature			Date	
		Clerk & Comptroller's Finance De				Date	
Clerk & C	Comptroller's Fi	nance Signature of Receipt		Date			
roperty C	ustodian, please c	omplete applicable portions of dispositi	on form. Sec	Disposal process chart	for direction.	rev. sh 11.	19.13



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5788 County Administrator's Report 10. 4.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 03/18/2014

**Issue:** Request for Disposition of Property **From:** Mike Weaver, Department Director

**Organization:** Public Safety

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Requests for Disposition of Property for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board approve the two Request for Disposition of Property Forms for the Public Safety Department indicating two items to be properly disposed of, which are described and listed on the Request Forms, with reasons for disposition stated.

#### **BACKGROUND:**

The surplus property listed on the attached Request for Disposition of Property Forms has been checked, declared surplus, and is to be sold or disposed of, as listed on the supporting documentation. The Request Forms have been signed by all applicable authorities.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with FS 274.07 and BCC Policy B-1, 2, Section H, Procedures for Disposition of County Property.

#### **IMPLEMENTATION/COORDINATION:**

Upon approval by the BCC, all property will be disposed of according to the Disposition of County Property Policy.

# REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO:	Clerk & Co	mptroller's Finance Departmen	nt				
FROM: Disposing Department: Public Safety			en andre andre en els established programmer.	COST CE	NTER NO:	330206	
John S	ims			DATE:	2/26/2014		
Propert	y Custodian (	PRINT FULL NAME)	<del>, , , , , , , , , , , , , , , , , , , </del>	<del>ptod included angled</del>	waganinanin in in his his his his his his	· · · · · · · · · · · · · · · · · · ·	
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Propert	y Custodian (	Signature):	<u>Z.L.</u>	Phone No:	475-5530		· · · · · · · · · · · · · · · · · · ·
REOUE	ST THE FOLI	LOWING ITEM(S) TO BE DISPO	OSED:				
TAG	PROPERTY	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER			b 3000 103	005000000000	2000	0
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INFORM	MATION TECH	NOLOGY (IT Technician):			<u>anni anni anga anga anga anga anga anga </u>		· · · · · · · · · · · · · · · · · · ·
			Print Name				
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	Dis	pose-Bad Condition-Send for recycl	ing-Unusable	t			
Comput	er is Ready for I	Disposition					
Date:		Information Technology Technic	ian Signature	:		***	
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Date:	- U Clep		•				
FROM:	Escambia Cour	nty Department Director (Signature)	, The state of the	— XX L			nate parties and the second
		TN: A CONTRACTOR	Mich	ael D. Weaver			
		Director (Print Name	e); when	INGI D. WCHYCI			
RECOM	MENDATION	•					
TO:	Board of Count	ty Commissioners					
Meeting	Date:						
	11 4 0 4		vartkub				
Approvi	ed by the Count	y Commission and Recorded in the l	Minutes of:	Pam Childers, Cle	rk of the Circuit Co	urt & Compt	roller
				8y (Deputy Clerk)	il al life giradii da	ar a camp.	
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This Eq	uipment Has Be	en Auctioned / Sold					
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	Print Name		Signature			Date	accentencing to accente
Property	Tag Returned t	to Clerk & Comptroller's Finance D	epartment				
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Clerk &	Comptroller's l	Finance Signature of Receipt	Non-Con-	Date	As Consideration	ray ah 11	10.13

## REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

TO: FROM		mptroller's Finance Department g Dept.: Public Safety	t	COST CEN	TER NO:	330402	
Trisha K. Pohlmann				DATE:	2/26/2014		
		PRINT FULL NAME)			-		
Proper	ty Custodian (S	ignature):	Bloman	Phone No:	850-471-64	125	
REOUE	EST THE FOLL	OWING ITEM(S) TO BE DISPOS	SED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIA	AL NUMBER	MODEL	YEAR	CONDITION
Y	56658	LX37 Projector w/Zoom Lens	21110879		38-VIV211-01	2007	Poor
	•						
				:			
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-	l Comments:	Picture clarity has degraded, productive clarity has degraded, productive tits end of life and is no longer use.	+ -		<del></del>		лгесі.
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INFORM	MATION TECHN	OLOGY (IT Technician):			N/A		
•	-		Print Name				
Conditio		ose-Good Condition-Unusable for Bo					
	Disp	ose-Bad Condition-Send for recyclin	g-Unusable				
Comput	er is Ready for D	isposition					
Date:		Information Technology Technic	cian Signature:		/ N/A		
-	2/26/2014 Escambia County	- y Department Director (Signature):		MA.	h		
		Director (Print Name):	Michael D	. Weaver			
RECOM	IMENDATION:			· .		· · · · · · · · · · · · · · · · · · ·	
	Board of County	Commissioners					
Meeting	Date:						
Anneous	ad by the County	Commission and Recorded in the Mi	inutes of				
Арргоче	d by the county	Commission and Recorded in the 141	muko or.	Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Co	urt & Comp	troller
This Eq	uipment Has Bee	n Auctioned / Sold		•			
by:							
-	Print Name		Signature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance Dep	artment				
Ol1- 0	C	nance Signature of Receipt	and			,	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5865 County Administrator's Report 10. 5.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 03/18/2014

**Issue:** Amendment of Six Community Center License and Management Agreements

Regarding Alcohol Consumption on Premises

From: Marilyn Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Amendment of Six Community Center License and Management Agreements Regarding Alcohol Consumption on Premises - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Amendment to Community Center License and Management Agreement between Escambia County and the six not-for-profit organizations listed below for their respective Community Centers, in parentheses:

- A. Barrineau Park Historical Society, Inc. (Barrineau Park Community Center & Historical Society);
- B. Collaboration of Community Organizations, Inc. (Lexington Terrace Community Center);
- C. Ebonwood Homeowner & Neighborhood Watch Community, Inc. (Ebonwood Community Center);
- D. Molino Mid-County Historical Society, Inc. (Molino Community Center & Historical Museum);
- E. Wedgewood Community Center Group, Inc. (Marie K. Young/Wedgewood Community Center & Park); and
- F. West Escambia Senior Citizens Organization Inc. (Felix Miga Senior Citizen [Community] Center).

The Amendment allows for the serving and consumption of alcoholic beverages during special events held on the premises, if the alcoholic beverages are not sold and any required permits and/or licenses are obtained by the organization. The Amendment also specifies a subsequent increase in the amount and type of liability insurance coverage now required to be maintained by the organization.

#### **BACKGROUND:**

The Department of Community Affairs, at the direction of the Board of County Commissioners, has partnered with local, non-profit organizations in the management of community centers throughout the county. These organizations assist in providing a vital service to the citizens of their communities by their operations. The majority of the County-owned community center properties operate under Community Center License and Management Agreements.

In order for alcoholic beverages to be served on the premises during events, an amendment to the Agreement was necessary. This change does not allow for alcohol to be served outside of special events nor does it allow for alcohol to be sold at all. An unexecuted, legal-stamped copy of the Amendment for each organization is attached to the recommendation for reference purposes.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Amendment to the Community Center License and Management Agreement was prepared in conjunction with the County Attorney Office and the Risk Management Division, and was approved as to form and legal sufficiency.

#### **PERSONNEL:**

N/A

#### POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for such agreements and their amendments involving County-owned property.

#### IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate all efforts on behalf of the County with the respective organizations regarding the license and management agreements.

#### **Attachments**

LMA Amendment - Barrineau Park

LMA Amendment - COCO for Lexington Terrace

LMA Amendment - Ebonwood

LMA Amendment - Molino Mid-County HS

LMA Amendment - Wedgewood CCG

LMA Amendment - WESCO for Felix Miga

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE LICENSE AND MANAGEMENT AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Barrineau Park Historical Society Inc., a Florida not-for-profit corporation, with administrative offices at P.O. Box 508, Molino, Florida 32577, (hereinafter referred to as "Organization").

#### WITNESSETH:

WHEREAS, on or about February 9, 2013, the County entered into a license and management agreement with Organization for the use and management of the Barrineau Park Community Center & Historical Society; and

WHEREAS, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

- **NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the license and management agreement as follows:
- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. That Paragraph 17 of the Agreement is amended as follows:
  - 17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation, and liquor liability cannot be excluded. In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must also require any other organization using the

Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to Neighborhoods/Community Services Bureau-Community Services Michael Watts, Risk Manager, 221 Palafox Place, 2<sup>nd</sup> Floor, PO Box 1591, Pensacola, Florida 3250297. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

- 3. That Paragraph 21 of the Agreement is amended as follows:
  - 21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. During special events, alcoholic beverages may be served inside the community center, provided, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is strictly prohibited. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

1

- 4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.
- **IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.  By/Title: Date:	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.
	By:
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
Bv:	BCC Approved:
By:	
(Seal)	
	ORGANIZATION:
	By:Craig Exner, President
	Date:
WITNESS:	
WITNESS:	

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE LICENSE AND MANAGEMENT AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Collaboration of Community Organizations Inc., a Florida not-for-profit corporation, with administrative offices at 603 Paula Street, Pensacola, Florida 32507, (hereinafter referred to as "Organization").

#### **WITNESSETH:**

WHEREAS, on or about September 16, 2010, the County entered into a license and management agreement with Organization for the use and management of the Lexington Terrace Community Center; and

WHEREAS, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

- NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the license and management agreement as follows:
- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. That Paragraph 17 of the Agreement is amended as follows:
  - 17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation, and liquor liability cannot be excluded. In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must also require any other organization using the

Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to Neighborhoods/Community Services Bureau-Community Services Michael Watts, Risk Manager, 221 Palafox Place, 2<sup>nd</sup> Floor, POBox 1591, Pensacola, Florida 3250297. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

- 3. That Paragraph 21 of the Agreement is amended as follows:
  - 21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. During special events, alcoholic beverages may be served inside the community center, provided, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is strictly prohibited. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

- 4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.  By/Title: A	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.
	By: Lumon J. May, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
Bv:	BCC Approved:
By:	
(Seal)	
	ORGANIZATION:
	By:
	Date:
WITNESS:	
WITNESS:	

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE LICENSE AND MANAGEMENT AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Ebonwood Homeowner & Neighborhood Watch Community Inc., a Florida not-forprofit corporation, with administrative offices at 3415 West Yonge Street, Pensacola, Florida 32505, (hereinafter referred to as "Organization").

#### WITNESSETH:

WHEREAS, on or about September 24, 2010, the County entered into a license and management agreement with Organization for the use and management of the Ebonwood Community Center; and

WHEREAS, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

- **NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the license and management agreement as follows:
- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. That Paragraph 17 of the Agreement is amended as follows:
  - 17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation, and liquor liability cannot be excluded. In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must also require any other organization using the

Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to Neighborhoods/Community Services Bureau-Community Services Michael Watts, Risk Manager, 221 Palafox Place, 2<sup>nd</sup> Floor, PO Box 1591, Pensacola, Florida 3250297. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

- 3. That Paragraph 21 of the Agreement is amended as follows:
  - 21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. During special events, alcoholic beverages may be served inside the community center, provided, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is strictly prohibited. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

- 4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.  By/Title:	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.
3 7 1 1	By: Lumon J. May, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
Bv.	BCC Approved:
By:	
(Seal)	
	ORGANIZATION:
	By:
	Date:
WITNESS:	
WITNESS:	

### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE LICENSE AND MANAGEMENT AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Molino Mid-County Historical Society Inc., a Florida not-for-profit corporation, with administrative offices at P.O. Box 333, Molino, Florida 32577, (hereinafter referred to as "Organization").

#### WITNESSETH:

WHEREAS, on or about October 5, 2012, the County entered into a license and management agreement with Organization for the use and management of the Molino Community Center & Historical Museum; and

WHEREAS, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

- **NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the license and management agreement as follows:
- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. That Paragraph 17 of the Agreement is amended as follows:
  - 17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation, and liquor liability cannot be excluded. In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must also require any other organization using the

Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to Neighborhoods/Community Services Bureau-Community Services Michael Watts, Risk Manager, 221 Palafox Place, 2nd Floor, PO Box 1591, Pensacola, Florida 3250297. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

- 3. That Paragraph 21 of the Agreement is amended as follows:
  - 21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. During special events, alcoholic beverages may be served inside the community center, provided, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is strictly prohibited. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

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- 4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.  By/Title: Approved as to form and legal sufficiency.	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.
	By: Lumon J. May, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
Rv:	BCC Approved:
By:	
(Seal)	
	ORGANIZATION:
	By: Lillian King, President
	Date:
WITNESS:	
WITNESS:	

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

### AMENDMENT TO COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE LICENSE AND MANAGEMENT AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Wedgewood Community Center Group Inc., a Florida not-for-profit corporation, with administrative offices at P.O. Box 9669, Pensacola, Florida 32513, (hereinafter referred to as "Organization").

#### WITNESSETH:

WHEREAS, on or about August 10, 2012, the County entered into a license and management agreement with Organization for the use and management of the Marie K. Young/Wedgewood Community Center & Park; and

WHEREAS, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

- **NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the license and management agreement as follows:
- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
- 2. That Paragraph 17 of the Agreement is amended as follows:
  - 17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and sports participation, and liquor liability cannot be excluded. In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must also require any other organization using the

Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to Neighborhoods/Community Services Bureau-Community Services Michael Watts, Risk Manager, 221 Palafox Place, 2<sup>nd</sup> Floor, PO Box 1591, Pensacola, Florida 3250297. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

- 3. That Paragraph 21 of the Agreement is amended as follows:
  - 21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. During special events, alcoholic beverages may be served inside the community center, provided, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is strictly prohibited. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

- 4. That the parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

suffici By/Titl	ency le:	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.
	, ,	By:
ATTEST:	Pam Childers Clerk of the Circuit Court	Date:
D		BCC Approved:
Deputy	y Clerk	
(Seal)		
		ORGANIZATION:
		By:
		Date:
WITNESS	S:	
WITNESS	S:	

# STATE OF FLORIDA COUNTY OF ESCAMBIA

# AMENDMENT TO COMMUNITY CENTER LICENSE AND MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE LICENSE AND MANAGEMENT AGREEMENT is made and entered into on the 18<sup>th</sup> day of March, 2014, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and West Escambia Senior Citizens Organization Inc., a Florida not-for-profit corporation, with administrative offices at 904 North 57<sup>th</sup> Avenue, Pensacola, Florida 32506, (hereinafter referred to as "Organization").

# **WITNESSETH:**

WHEREAS, on or about February 21, 2011, the County entered into a license and management agreement with Organization for the use and management of the Felix Miga Senior Citizen (Community) Center; and

WHEREAS, the parties have agreed to amend the agreement; and

**WHEREAS**, as a result of said revision, the Board of County Commissioners finds it is in the best interest of the health, safety and welfare of the citizens of Escambia County that the agreement should be amended as provided herein.

- **NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties agree to amend the license and management agreement as follows:
- 1. That the foregoing recitals are declared to be true and correct and are incorporated herein by reference.
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  - 17. INSURANCE. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with \$500,000 1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, and contractual liability, and-sports participation, and liquor liability cannot be excluded. In anticipation of alcohol being served on the Property, Organization shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability, Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this Lease. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must also require any other organization using the

Community Center for organized events to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of \$500,000 1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

All insurance carriers must be rated "A minus," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502, as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to Neighborhoods/Community Services Bureau-Community Services Michael Watts, Risk Manager, 221 Palafox Place, 2<sup>nd</sup> Floor, PO Box 1591, Pensacola, Florida 3250297. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

- 3. That Paragraph 21 of the Agreement is amended as follows:
  - 21. SMOKING AND ALCOHOL POLICY. Alcohol use is prohibited at all times on the grounds of the community center as well as within the structure of the Community Center. During special events, alcoholic beverages may be served inside the community center, provided, however, that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations. Otherwise, consumption of alcoholic beverages on the property is strictly prohibited. Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

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- 5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.
- 6. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state and federal court action or other proceeding relating to any matter, which is the subject of this Agreement, shall be in Escambia County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.  By/Title:	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners.
	By:
ATTEST: Pam Childers Clerk of the Circuit Court	Date:
By:	BCC Approved:
Deputy Clerk	
(Seal)	
	ORGANIZATION:
	By:
	Date:
WITNESS:	
WITNESS:	



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5868 County Administrator's Report 10. 6.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 03/18/2014

**Issue:** Allowance of the Serving of Alcoholic Beverages During Special Events at the

Perdido Key Community Center

From: Marilyn Wesley, Department Director

**Organization:** Community Affairs

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning the Allowance of the Serving of Alcoholic Beverages During
Special Events at the Perdido Key Community Center - Marilyn D. Wesley, Community Affairs
Department Director

That the Board approve a location-specific exemption to the County Policy prohibiting alcohol on County property and allow the serving of alcoholic beverages during special events held at the Perdido Key Community Center.

The exemption is only for the Community Center portion of the Perdido Key Complex, which includes the Perdido Key Fire Station and the Perdido Key Visitor Information Center. Alcoholic beverages would only be served and consumed on premises during special events, would not be sold or taken from the premises, and the special events would have the proper general liability and liquor liability insurance coverage deemed necessary by the Risk Management Division per event.

#### **BACKGROUND:**

The majority of County-owned community centers operate under Community Center License and Management Agreements. The Perdido Key Community Center does not operate under such an agreement, and is currently managed by County staff under the Department of Community Affairs. This exemption to County policy is required to accommodate the requests of the renters of the Community Center.

## **BUDGETARY IMPACT:**

N/A

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

### **PERSONNEL:**

N/A

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

# **IMPLEMENTATION/COORDINATION:**

The Department of Community Affairs staff will coordinate on behalf of the Board with renters of the facility regarding the specifics of the serving and consumption of alcoholic beverages at the Perdido Key Community Center.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5820 County Administrator's Report 10. 1.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1219

Poppy Avenue

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1219 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 Agreement for the property located at 1219 Poppy Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Petronella Walker, the owner of residential property located at 1219 Poppy Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$2,250, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for roof replacement; and

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

## **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Petronella Walker. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

# **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

# **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

# **Attachments**

Residential Rehab 1219 Poppy

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18<sup>th</sup></u> day of <u>March 2014</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Petronella Walker</u>, (the "Recipient"), owner of residential property located at <u>1219 Poppy Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### 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 have 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 \$2,250, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$2,250, which shall be comprised of a cash contribution of \$2,250.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: <u>County:</u>

   Zakkiyyah Osuigwe, Development Program Manager
   Community & Environment Department
   Community Redevelopment Agency
   Palafox Place
   Pensacola, Florida 32502

Recipient(s):
Petronella Walker
1219 Poppy Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency.  By/Title:	For: Board of County Commissioners of Escambia County
Date: 2 19 14	By: Lumon J. May, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Date Executed:
By:	BCC Approved:
(SEAL)	For Recipient:    Continue   Continue
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or ( ) has produced FLDLy	owledged before me this 19 and day of a Walker, Property Owner. She () is personally \\426715-0 as identification.
ZAKKTYYAH Q. OSUIGWE MY COMMISSION   FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Netzry Services	Signature of Notary Public
(Notary Seal)	Printed Name of Notary Public

# **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: Petronella Walker

1219 Poppy Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Roof Replacement.

# Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

# Lien Agreement

Applicant Name(s)

Petronella Walker

Address of Property

1219 Poppy Avenue
Pensacola, FL 32507

Property Reference No.
50-2S-30-5000-100-014

# **Total Amount of Lien**

**\$2,250** 

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, lease, 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, the property is leased to a tenant without the approval of the CRA, 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.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida. Petronella Walker, Property Owner STATE OF FLORIDA **COUNTY OF ESCAMBIA** The foregoing instrument was acknowledged before me this \_\_\_ ZAIXIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bended Thru Budget Notary Services (Notary Seal For: **Board of County Commissioners of Escambia County** By: Lumon J. May, Chairman **PAM CHILDERS** ATTEST: Date Executed: Clerk of the Circuit Court BCC Approved: \_\_\_\_ Deputy Clerk

This instrument prepared by: Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

Date:



Roof Replacement 1219 Poppy Avenue – Petronella Walker



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5824 County Administrator's Report 10. 2.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 210 Betty

Road

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 210 Betty Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 210 Betty Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 210 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

## **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Julie and William E. Grimsley, III. A rendering of the project is attached.

## **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

# **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

## **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

## **Attachments**

Residential Rehab 210 Betty Road

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18<sup>th</sup></u> day of <u>March 2014</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Julie and William E. Grimsley III</u>, (the "Recipient(s)"), owner of residential property located at <u>210 Betty Road</u>, 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 have 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 \$782, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$782</u>, which shall be comprised of a cash contribution of <u>\$782</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

<u>County:</u>
Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency

221 Palafox Place Pensacola, Florida 32502 Recipient(s):

Julie and William E. Grimsley III

210 Betty Road

Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency.	For:	Board of County Commissioners of Escambia County
By/Title: Completely	Ву: _	
Date: 2 (4 14	-7	Lumon J. May, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Cour	rt	Date Executed:
Clerk of the Circuit Cour		Date Executed.
Ву:		BCC Approved:
Deputy Clerk		
(SEAL)		
(SEAL)	For F	Recipient(s):
	<	Julie Grunsley
	Julie	Grimsley, Property Owner
	Willia	am E. Grimsley III, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		
The foregoing instrument was act to me or (V) has produced FCDL.	Brimsley, I	ed before me this day of Property Owner. She () is personally known 23 as identification.
	n E. Grims	sley III, Property Owner. He () is personally
known to me or has produced FU	DL652	425-0 as identification.
ZAKKTYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017		Signature of Notary Rublic
(Notary Sear) 1.00 Bonded Thru Budget Notary Services	La	Printed Name of Notary Public

# **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s):

Julie and William E. Grimsley III 210 Betty Road, Pensacola, Florida, 32507 Property Address:

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 Community & Environment Department Community Redevelopment Agency

# **Lien Agreement**

Applicant Name(s)
Julie and William E. Grimsley III

Address of Property
210 Betty Road
Pensacola, FL 32507

Property Reference No. **50-2S-30-5012-028-032** 

## **Total Amount of Lien**

<u>\$782</u>

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.

		FOLK	ecipient(s):
		Inlie	fille grinsley
		Julie	Grimsley, Property Owner
		Willia	m E. Grimsley III, Property Owner
STATE OF COUNTY C	FLORIDA OF ESCAMBIA		
rebruc	foregoing instrument was acknowledged for the foregoing instrument was acknowledged for the foregoing for the foregoing instrument was acknowledged for the foregoing foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing foregoing for the foregoing for the foregoing for the foregoing foregoing foregoing foregoing foregoing foregoing foregoin	sley, P	Property Owner. She () is personally known
The foregoing the long with the long with the long with the long the long with the lon	ng instrument was acknowledge 0.00 , 2014 by William E e or has produced FLDL	. Grims	re me this 20th day of sley III, Property Owner. He () is personally 2.425-as identification.
	ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services	5	Signature of Notary Public
(Notary Sea	al)	20	Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	
		-,-	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	Clerk of the Circuit Court		BCC Approved:
	By: Deputy Clerk	-	2 5 5 7 103 7 1999
Zakkiyyah Os Community & Community R	int prepared by: Buigwe, Development Program Manager Environment Department Bedevelopment Agency Place, Pensacola, FL 32502	r.	Approved as to form and legal sufficiency.  By/Title: Approved as to form and legal sufficiency.



Sanitation Sewer Connection

210 Betty Rd. – William and Julie Grimsley



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5827 County Administrator's Report 10. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Lien Cancellation for 1303 Poppy Avenue

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Cancellation of the Residential Rehab Grant Program Lien for 1303 Poppy Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 Lien for 1303 Poppy Avenue:

A. Approving the Cancellation of Residential Rehab Grant Program Lien for 1303 Poppy Avenue, in the amount of \$1,100, as the Grant recipients, Ian C. and Teresa A. Skelley, have met the Grant requirements; and

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

# **BACKGROUND:**

The aforementioned property owners have satisfied the one-year compliance with the Grant Program.

# **BUDGETARY IMPACT:**

There will be no budgetary impact.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Kristin Hual, Assistant County Attorney, has reviewed and approved the five Cancellation of Lien documents as to form and legal sufficiency.

## **PERSONNEL:**

Community and Environment Department/Community Redevelopment Agency (CED/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 cancellations.

# **IMPLEMENTATION/COORDINATION:**

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for each owner.

# **Attachments**

Lien Cancellation 1303 Poppy Avenue

# STATE OF FLORIDA COUNTY OF ESCAMBIA

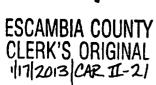
## CANCELLATION OF LIEN

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 \$1,100, executed by lan C. and Teresa A. Skelley and recorded in Official Record Book 6983 at pages 167, 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, which was satisfied by one-year compliance with the Escambia County Community Redevelopment Agency Residential Rehab Grant Program.

			AMBIA COUNTY, FLORIDA	NEK
		Ву: _	Lumon J. May, Chairman	
ATTEST:	Pam Childers Clerk of the Circuit Court			
Ву:	puty Clerk	-	Date Executed:	Ξ,
De	puty Cierk		BCC Approved:	

Prepared by: Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502

Approved as to form and legal sufficiency.



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2013015172 03:05 2013 at 03:04 PM
OFF REC BK 6983 PG 167 168 Doc Type L
RECORCING \$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(s)
Ian C. and Teresa A. Skelley

Address of Property
1303 Poppy Avenue
Pensacola, FL 32507

Property Reference No. <u>50-2S-30-5000-002-003</u>

**Total Amount of Lien** 

\$1,100

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, lease, 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, the property is leased to a tenant without the approval of the CRA, 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.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

	For Recipients:  lan C. Skelley, Property Owner  Teresa A. Skelley, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
to me or () has produced	owledged before me this day of day of as identification.
The foregoing instrument was acknowledge December , 2012 by Teresa A known to me or () has produced	. Skelley, Property Owner. She ( ▶ is personally
(Notary Seal)	Signature of Notary Public  Printed Name of Notary Public
MARY A. MACGREGOR  Notary Public, State of Florida  My Comm. Expires Nov. 17, 2014  Comm. No. EE 19435	For: Board of County Commissioners of Escambia County  By: Gene M. Valentino, Chairman
ATTEST COUNTY CHEN OF the Circuit Court  SEABY Beputy Clerk	Date Executed: 1-17-2013  BCC Approved: 01-17-2013
This instrument prepared by: Clara Long, Urban Planner II Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502	This document approved as to form and legal sufficiency.  By:  Title:  Date:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5825 County Administrator's Report 10. 4.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 222 Betty

Road

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 222 Betty Road - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 222 Betty Road:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 222 Betty Road, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

## **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Julie and William E. Grimsley, III. A rendering of the project is attached.

## **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

## **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

# **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

# **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

## **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

# **Attachments**

Residential Rehab 222 Betty Road

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 18th day of March 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Julie and William E. Grimsley III, (the "Recipient(s)"), owner of residential property located at 222 Betty Road, 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 have 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. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$782</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$782</u>, which shall be comprised of a cash contribution of **\$782**.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

<u>County:</u>
Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department

Community Redevelopment Agency

221 Palafox Place Pensacola, Florida 32502 Recipient(s):

Julie and William E. Grimsley III

222 Betty Road

Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency.	For:	Board of County Commissioners of Escambia County
By/Title: / Shi O JACA	Ву: _	
Date: 2 19 14	Бу	Lumon J. May, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court		Date Executed:
		and the contraction of the contr
By:	_	BCC Approved:
Deputy Clerk		
(SEAL)		
,	For R	ecipjent(s):
	(	Delie Brinsley
	Julie	Grimsley, Property Owner
	1	Ille Bours
	Millia	action of the second of the se
	vviilia	ım E. Grimsley III√Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		
The foregoing instrument was ackn February 2014 by Julie Grir to me or (V) has produced FIDE 665	owledg nsley, f 7-723	ed before me this day of Property Owner. She () is personally knownOas identification.
The foregoing instrument was acknowledged to rule and the control of the control	ed befo E. Grims	re me this day of sley III, Property Owner. He () is personally 52,425 (as identification.
(Notary Seal) ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services	Za	Signature of Notary Public  Printed Name of Notary Public

# **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address:

Julie and William E. Grimsley III 222 Betty Road, 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 Community & Environment Department Community Redevelopment Agency

### **Lien Agreement**

Applicant Name(s)

Julie and William E. Grimsley III

Address of Property
222 Betty Road
Pensacola, FL 32507

Property Reference No. **50-2S-30-5012-022-032** 

#### **Total Amount of Lien**

<u>\$782</u>

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(s):
		Julie Grimsley, Property Owner
		William E. Grimsley III, Property Owner
STATE OF I	FLORIDA F ESCAMBIA	
tehru	foregoing instrument was acknown of the common of the comm	nsley, Property Owner. She ( ) is personally known
	ng instrument was acknowledge 	ed before me this 20th day of Grimsley III, Property Owner. He (_) is personally 66524260 as identification.
(Notary Sea	ZAKKTYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services	Signature of Notary Public  Signature of Notary Public  Printed Name of Notary Public
		For: Board of County Commissioners of Escambia County
		By:Lumon J. May, Chairman
		Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court	Date Executed:
By:	BCC Approved:	
	Deputy Clerk	
Community & E Community Re	t prepared by: ligwe, Development Program Manager Environment Department development Agency ace, Pensacola, FL 32502	Approved as to form and legal sufficiency.  By/Title: Approved to form and legal sufficiency.



Sanitation Sewer Connection

222 Betty Rd. – William and Julie Grimsley



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5823 County Administrator's Report 10. 5.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 301 Rue

Max Avenue

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 301 Rue Max Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 301 Rue Max Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 301 Rue Max Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Julie and William E. Grimsley, III. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Residential Rehab 301 Rue Max

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 18th day of March 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Julie and William E. Grimsley III, (the "Recipient(s)"), owner of residential property located at 301 Rue Max 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 have 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. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$782</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$782</u>, which shall be comprised of a cash contribution of <u>\$782</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

<u>County:</u> <u>Recipient(s):</u>

Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department
Community Redevelopment Agency

Julie and William E. Grimsley III
301 Rue Max Avenue
Pensacola, FL 32507

221 Palafox Place Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency.	For:	Board of County Commissioners of Escambia County
By/Title: LANGY ACIL	By:	
Date: 2 19 19	<i>D</i> , _	Lumon J. May, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Clerk of the circuit court		Date Executed.
By:	_	BCC Approved:
Deputy Clerk		
(SEAL)		
(/	For F	Recipient(s):
		Jake Armsley
	Julie	Grimsley, Property Owner
		am E. Grimsley III, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		
The foregoing instrument was ackn February, 2014 by Julie Grin to me or (V) has produced FIDL 6652	msley, <sup>r</sup>	ed before me this 20+6 day of Property Owner. She () is personally known so identification.
The foregoing instrument was acknowledged February, 2014 by William Eknown to me or (V) has produced FLDL	ed befo E. Grims . 65 2	ore me this day of sley III, Property Owner. He () is personally as identification.
ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services	Zo	Signature of Notary Public  Printed Name of Notary Public

#### **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: Julie and William E. Grimsley III 301 Rue Max 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 Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s)

<u>Julie and William E. Grimsley</u> III

Address of Property
301 Rue Max Avenue
Pensacola, FL 32507

Property Reference No. 50-2S-30-5012-001-031

#### **Total Amount of Lien**

<u>\$782</u>

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(s):
		Julie Grimsley, Property Owner
		William E. Grimsley III, Property Owner
STATE OF I	FLORIDA F ESCAMBIA	
telorua	foregoing instrument was ackno 2014 by Julie Grim  1) has produced 6652	sley, Property Owner. She ( ) is personally known
Hebri	AQCY 2014 by William E.	d before me this <u>20th</u> day of Grimsley III, Property Owner. He () is personally G652 425 (as identification.
* (Notary Sea	ZAKKIYYAH Q. OSUIGWE MY CCMMISSION # FF 054108 EXFIRES: September 15, 2017 Bonded Thru Budget Notary Barrices  1)	Signature of Notary Public  Zakku yah OSULG wul  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  By:  Deputy Clerk	Date Executed:  BCC Approved:
Community & E Community Re	nt prepared by: nigwe, Development Program Manager Environment Department edevelopment Agency ace, Pensacola, FL 32502	Approved as to form and legal sufficiency.



Sanitation Sewer Connection

301 Rue Max – William and Julie Grimsley



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5822 County Administrator's Report 10. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1415

Dexter Avenue

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1415 Dexter Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 1415 Dexter Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Donald R. Robarts, the owner of residential property located at 1415 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$732, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Donald R. Robarts. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

# **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Residential Rehab 1415 Dexter

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 18th day of March 2014, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Donald R. Robarts, (the "Recipient"), owner of residential property located at 1415 Dexter 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 have 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 \$732, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$732</u>, which shall be comprised of a cash contribution of <u>\$732</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: <u>County:</u>
   Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department
   Community Redevelopment Agency
   Palafox Place
   Pensacola, Florida 32502

Recipient(s):
Donald R. Robarts
1415 Dexter Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approved as to form and legal sufficiency.	For:	Board of County Commissioners of Escambia County	
	Title: CANGUATUTE:	Ву: _	Lumon J. May, Chairman
ATTEST	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Ву:	eputy Clerk	_	BCC Approved:
3)	SEAL)	1	Recipient: On A Robarts, Property Owner
	OF FLORIDA Y OF ESCAMBIA		
tebru	he foregoing instrument was ackn and 2014 by Donald F me or (V) has produced FLD	R. Roba	red before me this 15th day of arts, Property Owner. He () is personally 3.471-0 as identification.
*	ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services	C	Signature of Notary Public
(Notary S		Zak	Printed Name of Notary Public

# **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s): Property Address: **Donald R. Robarts** 

1415 Dexter 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 Community & Environment Department Community Redevelopment Agency

# **Lien Agreement**

Applicant Name(s)

<u>Donald R. Robarts</u>

Address of Property

1415 Dexter Avenue

Pensacola, FL 32507

Property Reference No. **50-2S-30-5000-007-008** 

#### **Total Amount of Lien**

<u>\$732</u>

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, lease, 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, the property is leased to a tenant without the approval of the CRA, 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.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida. For Recipient: Donald R. Robarts, Property Owner

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this known to me or ( ) has produced FLD [ RI63 ... 471 ) as identification. ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Signature of Notary Public Bonded Thru Budget Notary Services (Notary Seal) Printed Name of Notary Public For: **Board of County Commissioners of Escambia County** By: Lumon J. May, Chairman ATTEST: PAM CHILDERS Date Executed: Clerk of the Circuit Court BCC Approved:

This instrument prepared by: Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Date:



Sanitary Sewer Connection 1415 Dexter Ave – Donald Robarts



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5821 County Administrator's Report 10. 7. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1202

Dexter Avenue

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

# **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1202 Dexter Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 1202 Dexter Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Donald R. Robarts, the owner of residential property located at 1202 Dexter Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$882, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Donald R. Robarts. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

#### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

# **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Residential Rehab 1202 Dexter

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18<sup>th</sup></u> day of <u>March 2014</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Donald R. Robarts</u>, (the "Recipient"), owner of residential property located at <u>1202 Dexter Avenue</u>, Pensacola, Florida, <u>32507</u>.

#### 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 have 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. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$882</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$882</u>, which shall be comprised of a cash contribution of <u>\$882</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: County:

   Zakkiyyah Osuigwe, Development Program Manager
   Community & Environment Department
   Community Redevelopment Agency
   Palafox Place
   Pensacola, Florida 32502

Recipient(s):
Donald R. Robarts
1202 Dexter Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

Approv sufficie	red as to form and legal	For:	Board of County Commissioners of Escambia County
By/Title		Ву: _	
Date:_	12/14/24		Lumon J. May, Chairman
ATTEST:	PAM CHILDERS		
	Clerk of the Circuit Court		Date Executed:
Ву:			BCC Approved:
Dep	uty Clerk		
(SEA	AL Y		
(02	,	hu	Recipient:  MARCHAR ROBERTS, Property Owner
STATE OF COUNTY O	FLORIDA F ESCAMBIA		
The ebruar known to m	foregoing instrument was ackn 2014 by Donald F e or (1) has produced	owledg R. Roba	ed before me this day of arts, Property Owner. He () is personally as identification.
* DE CONTO	ZAKKIYYAH Q. OSUIGWE MY COMMISSION & FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Netbry Services		Signature of Notary Public
(Notary Sea	al)	Za	KKIYYAN Osugwe

# **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

**Donald R. Robarts** 

Property Owner(s): Property Address: 1202 Dexter 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 Community & Environment Department Community Redevelopment Agency

### **Lien Agreement**

Applicant Name(s)

<u>Donald R. Robarts</u>

Address of Property

1202 Dexter Avenue

Pensacola, FL 32507

Property Reference No. **50-2S-30-5000-002-011** 

#### **Total Amount of Lien**

<u>\$882</u>

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, lease, 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, the property is leased to a tenant without the approval of the CRA, 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.

I warrant that the property is my homestead as defined by the Constitution and laws of the State of Florida.

For Recipient:

Donald R. Robarts, Property Owner

> For: Board of County Commissioners of Escambia County

By: \_\_\_\_\_\_\_
Lumon J. May, Chairman

ATTEST: PAM CHILDERS Date Executed: \_\_\_\_\_\_

Clerk of the Circuit Court

BCC Approved: \_\_\_\_\_

By: \_\_\_\_

Deputy Clerk

This instrument prepared by: Zakkiyyah Osuigwe, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title: Date:



Sanitary Sewer Connection 1202 Dexter Ave – Donald Robarts



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5826 County Administrator's Report 10. 8. BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 03/18/2014

Issue: Residential Rehab Grant Program Funding and Lien Agreements for 1214

Wilson Avenue

From: Keith Wilkins

**Organization:** Community & Environment

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements for 1214 Wilson Avenue - Keith Wilkins, Community & Environment Department Director

That the Board ratify the following March 18, 2014, 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 for the property located at 1214 Wilson Avenue:

A. Approving the Residential Rehab Grant Program Funding and Lien Agreements between Escambia County CRA and Julie and William E. Grimsley, III, the owners of residential property located at 1214 Wilson Avenue, Pensacola, Florida, in the Barrancas Redevelopment Area, each in the amount of \$782, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 220519, Object Code 58301, for sanitary sewer connection; and

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

#### **BACKGROUND:**

The CRA created matching Grant programs to be implemented within the County's redevelopment areas. The intent of the matching Grant programs is to promote private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties.

On March 18, 2014, a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Julie and William E. Grimsley, III. A rendering of the project is attached.

#### **BUDGETARY IMPACT:**

Funding for the Grant will be provided through the Barrancas TIF, Fund 151, Cost Center 220519, Object Code 58301.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

### **PERSONNEL:**

Community & Environment Department/Community Redevelopment Agency (CED/CRA) staff will handle this Grant award.

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board approval is required for disbursement of funds to all private individuals or outside agencies.

#### **IMPLEMENTATION/COORDINATION:**

CED/CRA staff, in coordination with the property owner, handles all implementation tasks. CED/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

#### **Attachments**

Residential Rehab 1214 Wilson Avenue

# ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18<sup>th</sup></u> day of <u>March 2014</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Julie and William E. Grimsley III</u>, (the "Recipient(s)"), owner of residential property located at <u>1214 Wilson Avenue</u>, Pensacola, Florida, <u>32507</u>.

### **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 have 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. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$782</u>, 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. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$782</u>, which shall be comprised of a cash contribution of <u>\$782</u>.
- 4. <u>Project:</u> 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. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>March 2014</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>June 2014</u>, (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. <u>Applicable Laws:</u> 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. <u>Indemnification:</u> 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. <u>Termination:</u> 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. <u>Notice of Termination:</u> 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. <u>Subsequent to Termination:</u> 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. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> 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 preapproved 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. <u>Maintenance of Records:</u> 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. <u>Audit:</u> 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. <u>Amendments:</u> 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: Recipient(s):

Zakkiyyah Osuigwe, Dev. Program Manager
Community & Environment Department

Julie and William E. Grimsley III
1214 Wilson Avenue

Community Redevelopment Agency Pensacola, FL 32507

221 Palafox Place Pensacola, Florida 32502

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> 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. <u>Entire Agreement:</u> 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. <u>No Waiver:</u> 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.

sufficiency	to form and legal	For:	Board of County Commissioners of Escambia County
By/Title: Date:	7974	Ву:	Lumon J. May, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	ity Clerk	-	BCC Approved:
(SEA	L)		
		For R	Jule Frankle
		Julie	Grimsley, Property Owner
		Willia	m E. Grimsley III, Property Owner
STATE OF F	FLORIDA F ESCAMBIA		
tebruo	oregoing instrument was ackn 2014 by Julie Grir has produced FLDL 665	nsley, F	ed before me this 20+6 day of Property Owner. She () is personally known as identification.
Hebylla	g instrument was acknowledge 2014 by William E or (1) has produced	. Grims	re me this
*i (Notary Sea	ZAKKIYYAH Q. OSUIGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Bonded Thru Budget Notary Services	Za	Signature of Notary Public  Signature of Notary Public  Printed Name of Notary Public

### **EXHIBIT I**

# **RESIDENTIAL REHAB GRANT PROJECT**

Property Owner(s):

Julie and William E. Grimsley III 1214 Wilson Avenue, Pensacola, Florida, 32507 Property Address:

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 Community & Environment Department Community Redevelopment Agency

### Lien Agreement

Applicant Name(s)

Julie and William E. Grimsley III

Address of Property

1214 Wilson Avenue

Pensacola, FL 32507

Property Reference No. 50-2S-30-5000-019-012

#### **Total Amount of Lien**

<u>\$782</u>

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(s):  Aule Grinsley  Julie Grinsley, Property Owner				
		William E. Grimsley III, Property Owner				
The foregoin	foregoing instrument was ackrowledge for the produced FLDLG 65 and instrument was acknowledged for the produced FLDLG for the produced for the	nowledged before me this 20th day of rimsley, Property Owner. She () is personally known 52.723-0 as identification.				
		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:  BCC Approved:				
Community & E Community Re	t prepared by: igwe, Development Program Manag Environment Department development Agency ace, Pensacola, FL 32502	Approved as to form and legal sufficiency.  By/Title:				



Sanitation Sewer Connection

1214 Wilson Ave. – William and Julie Grimsley



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5842 County Administrator's Report 10. 9.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Recomendation for Emergency Compensation for Winter Storm

**From:** Thomas Turner, Department Director

Organization: Human Resources

**CAO Approval: TGT** 

#### **RECOMMENDATION:**

Recommendation Concerning a Resolution Authorizing Disaster-Related, Emergency
Compensation for Unclassified, Exempt Employees of the Board of County Commissioners Thomas G. "Tom" Turner, Human Resources Department Director

That the Board adopt the Resolution authorizing disaster-related, emergency compensation to unclassified, exempt employees of the Board of County Commissioners who worked more than 40 hours during the week of January 25, 2014, through January 31, 2014, due to the activation of the Emergency Operations Center, as a result of the Declared State of Local Emergency for a winter storm.

#### **BACKGROUND:**

On Tuesday through Thursday, January 28, 29, and 30, 2014, the Board of County Commissioners declared a State of Emergency for a winter storm. As a result, the Emergency Operations Center activated at 5:00 p.m., Monday, January 27, 2014. Disaster protocols required many employees to work long hours prior to, during, and after the storm. As with previous disasters, this Resolution will allow exempt employees to be paid for hours worked in excess of 40 during the State of Emergency.

Regular, non-exempt employees will already be paid for any overtime hours worked in keeping with the Fair Labor Standards Act (FLSA). No action is required by the Board for this purpose.

In addition, County employees who were not required to work during the event were granted administrative leave for work hours starting at 8:00 a.m., Tuesday, January 28, 2014, through Thursday, January 30 at 5:00 p.m. Employees who were required to work during this time frame will be granted compensatory time up to a maximum of 12 hours based on the number of hours worked.

#### **BUDGETARY IMPACT:**

The estimated impact for all overtime associated with this event is less than \$25,000.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Legal has reviewed the attached resolution.

PERSONNEL: NA
POLICY/REQUIREMENT FOR BOARD ACTION: NA
IMPLEMENTATION/COORDINATION: NA
Attachments
Emergency Compensation Resolution

RESOLUTION R2014	
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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE COUNTY INTERIM ADMINISTRATOR TO PROVIDE EMERGENCY COMPENSATION TO UNCLASSIFIED, EXEMPT EMPLOYEES WHO WORKED DURING A DECLARED STATE OF LOCAL EMERGENCY; ESTABLISHING COMPENSATION RATES; PROVIDING FOR COMPENSATORY TIME IN LIEU OF MONETARY PAYMENT; PROVDING FOR AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners finds that certain natural events such as ice and other frozen precipitation required a declaration of local emergency in Escambia County; and

WHEREAS, the Board of County Commissioners has enacted Chapter 37 of its Code of Ordinances to define its emergency management authority and powers; and

WHEREAS, through Section 37-36, Code of Ordinances, the Board of County Commissioners has vested the Escambia County Administrator, or that person properly acting on his behalf, with emergency management powers, including the power to employ permanent and temporary workers and to authorize the expenditure of public funds; and

WHEREAS, to assist certain County employees who are required to work a significant amount of time in excess of forty (40) hours in a workweek during a declared state of local emergency, the Board of County Commissioners has previously authorized the County Administrator to provide emergency compensation to employees in the unclassified service who would not otherwise receive overtime or compensatory time (see R2005-121 and R2010-126); and

WHEREAS, the Board of County Commissioners declared a state of local emergency on Tuesday, January 28 through Thursday, January 30, 2014 due to the winter storm that struck Escambia County and other parts of the southern United States; and

WHEREAS, because of the substantial efforts of its employees in response to this disaster, the Board of County Commissioners recognizes the need to authorize the Interim County Administrator to provide emergency compensation or compensatory time in lieu of emergency compensation; and

WHEREAS, the Board of County Commissioners therefore finds that authorizing the Interim County Administrator to provide emergency compensation or compensatory time to unclassified employees during a declared state of local emergency advances the public health, safety and welfare,

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

#### SECTION 1. RECITALS

The above recitals are true and incorporated herein.

SECTION 2. AUTHORIZATION OF EMERGENCY COMPENSATION

The Interim County Administrator may award emergency compensation to unclassified, exempt employees of the Escambia County Board of County Commissioners. The Interim County Administrator's authority to award emergency compensation commenced as of 12:01 a.m. on Tuesday, January 28, 2014, through 11:59 p.m. on Thursday, January 30, 2014. Emergency compensation may be awarded as a payment equal to 1.0 times the employee's equivalent hourly rate based on the employee's salary and may be paid for each hour worked in excess of forty (40) hours during the employee's workweek. In lieu of a payment, the Interim County Administrator may award compensatory time at a rate of 1.0 hour for each hour worked in excess of forty (40) hours during the employee's workweek. Emergency compensation awarded pursuant to this section is deemed to be part of the Escambia County Emergency Manpower Plan for any declared state or local emergency.

This resolution shall take effect immediately upon adoption by the Board of County

# SECTION 3. EFFECTIVE DATE

Commissioners.	
ADOPTED this day	of, 2014.
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
Ĩ	By: <del>Lumon May, Chairman</del>
	Lumon J. May, Chairman
ATTEST:	
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BY: DEPUTY CLERK	This document approved as to form and legal sufficiency  By:
	Title: Aver course office. B. a



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5795 County Administrator's Report 10. 10. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Agreement for Escambia County Adult Drug Court Treatment Program

between Escambia County, Florida, and Lakeview Center, Inc.

From: Cathy White, Drug Court Manager

**Organization:** Court Administration

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning an Agreement for the Escambia County Adult Drug Court

Treatment Program between Escambia County, Florida, and Lakeview Center, Inc. – Cathy A.

White, Drug Court Manager

That the Board take the following action concerning the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.:

A. Approve the Agreement for Escambia County Adult Drug Court Treatment Program between Escambia County, Florida, and Lakeview Center, Inc.;

B. Approve funding for the Program not-to-exceed \$51,310, effective October 1, 2013, through September 30, 2014. The source of funding is the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Agreement may be extended up to a maximum of 90 days upon mutual consent of the parties; and

C. Authorize the Chairman, as the County's representative, to sign amendments and requests for payment or other related documents, as may be required.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410571, Object Code 53401]

#### **BACKGROUND:**

Lakeview Center, Inc. has provided services for the Drug Court Program since June, 1993. Escambia County and the Drug Court Program have been pleased with the services provided. Lakeview Center, Inc. has the administrative resources to effectively administer the program. Lakeview Center, Inc. has a proven track record of successful program operation as evidenced by annual on-site monitoring reports from the Alcohol, Drug Abuse, and Mental Health Program and the Office of Licensure and Certification of the Department of Health and Rehabilitative Services. Lakeview Center, Inc. is in the best position to administer this program because of its previous expertise with the Drug Court Program and related programs. The agency has been very responsive to feedback from the County regarding other service contracts it holds as well as responding to other needs of the community.

#### **BUDGETARY IMPACT:**

Funds are made available through the Fiscal Year 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

[Funding: Fund 110, Other Grants and Projects Fund, Cost Center 410571, Object Code 53401]

### **LEGAL CONSIDERATIONS/SIGN-OFF:**

A copy of the Agreement for Escambia County Adult Drug Court Treatment Program Between Escambia County, Florida and Lakeview Center, Inc. has been reviewed and approved by Kristin Hual, Assistant County Attorney.

### **PERSONNEL:**

N/A

### **POLICY/REQUIREMENT FOR BOARD ACTION:**

Board policy requires Board approval and authorization of all contracts exceeding \$50,000 to be signed by the Chairman.

#### **IMPLEMENTATION/COORDINATION:**

The Court Administrator's office will approve all invoices before payments are disbursed to the County.

# Attachments Lakeview Agreement

# AGREEMENT FOR ESCAMBIA COUNTY ADULT DRUG COURT TREATMENT PROGRAM BETWEEN ESCAMBIA COUNTY, FLORIDA AND LAKEVIEW CENTER, INC.

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 W. Lakeview Center, Pensacola, Florida 32501, and a tax identification number of 59-073787-2, (hereinafter referred to as the "Contractor").

# **WITNESSETH**

**WHEREAS**, the County has been awarded grant funds from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant, (hereinafter referred to as the "Grantor"), to provide funding for drug court treatment program for Escambia County; and

WHEREAS, the Contractor has agreed to provide drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program, (hereinafter referred to as the "Program"), \$51,310 with a cost of \$3,665 per offender; and

**WHEREAS**, the Contractor offers to furnish such specialized professional psychological services that are not otherwise available to the County directly, and the County wishes to avail itself of such expertise for this Program.

**NOW, THEREFORE,** for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

# ARTICLE 1 Recitals

1.1 The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

# ARTICLE 2 Scope of Services

2.1 The Contractor shall provide the professional psychological services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.

- reference herein, to assist the County in providing drug treatment services for participants in the Escambia County Adult Drug Court Treatment Program.
- 2.2 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of psychology at the time such services are rendered, or in accordance with the County standards, as applicable.
- 2.3 Such psychological services, generally, shall include those professional services performed by a licensed psychologist, its employees, subcontractors, and any other services specifically included herein.

# ARTICLE 3 Subcontractors and Additional Programs

3.1 The County approves the use of subcontractors by the Program. In the event the Contractor, 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, the County may require the prior written approval before employment of such subcontractors.

# ARTICLE 4 Term of the Contract and Time Requirements

- 4.1 This Agreement shall become effective on October 1, 2013 and will terminate September 30, 2014. The Contractor shall promptly begin and shall diligently provide the professional psychological services contemplated herein in accordance with the Scope of Work, attached hereto as "Exhibit A", so that the County may timely achieve its objective.
- **4.2** These psychological services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Program.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Contractor must receive in writing a Notice to Proceed from the County's Contract Administrator.

# ARTICLE 5 Compensation and Method of Billing and Payment

**Compensation:** The County agrees to pay the Contractor, as compensation for its professional psychological services under Article 2, a fee pursuant to "Exhibit B", which is attached hereto and incorporated by reference herein. The total fee for all such services, to be performed by the Contractor, including costs, payments to subcontractors, direct expenses, and any other charges described

in Section 5.3, is to be paid as follows: Services provided are to be paid on a monthly basis as services are rendered. The amount of funding for services is \$51,310. The cost per offender shall be \$3,665. Final payment will be subject to approval by the Board of County Commissioners.

- 5.3 <u>Direct Expenses:</u> Direct expenses are those expenses directly attributable to the Contractor, which will be exclusively borne by the Contractor, and which will include, but not be limited to the following:
  - (a) Transportation expenses in connection with the Program.
  - **(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, reports, and specifications, which are required by or of the Contractor to deliver the services set forth in this Agreement.
  - (e) Cost of any computer software or hardware used or developed for the Contractor.
  - (f) Any and all other expenses of any kind or type.

# 5.4 Method of Billing and Payment:

- (a) The Contractor 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 Contractor shall submit such monthly statements identifying the nature of the work performed. Estimates shall be made monthly of the amount and value of the work accomplished and services performed by the Contractor, which meet the standards established under this Agreement. The estimates shall be prepared by the Contractor and accompanied by such supporting data as required by the County.
- (b) The County agrees that it shall pay the Contractor within twenty (20) business days of receipt of the Contractor'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, Section 218.70, Florida Statutes, as amended.

- (d) The County agrees to receive the Federal Program funds and to reimburse the Contractor on a monthly basis for expenditures involving federal funding, not to exceed the maximum amount of federal funds awarded.
- (e) The Contractor shall be responsible for reimbursing the County for all funds spent in violation of this Agreement or disallowed by the Grantor for reimbursement.
- 5.5 Additional Services and Changes in the Scope of Work: The County or the Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Work provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in 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.

# 5.6 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, all notices, payments, 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 change of 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 Contractor shall be sent to:
   Lakeview Center, Inc.
   1221 West Lakeview Avenue
   Pensacola, Florida 32501
- (d) Notices to County shall be sent to:
   Larry M. Newsom
   Interim Escambia County Administrator
   Post Office Box 1591
   Pensacola, Florida 32597-1591

# ARTICLE 6 Cooperation of the County

- **6.1** It shall be the obligation of the County to provide the Contractor with all reasonably required information, and other records necessary to successfully execute the Program.
- 6.2 The County shall give prompt written notice to the Contractor whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Contractor's services, or any defect in the work of the Contractor.

# ARTICLE 7 Program's Responsibilities

- 7.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by their personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Contractor and its employees, agents, and any subcontractors and their employees and agents, shall be deemed to be independent and not agents or employees of the County; shall not attain any rights or benefits under the Civil Service or retirement or health benefits of the State of Florida, or any right generally afforded classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

# ARTICLE 8 General Provisions

### 8.1 Termination:

(a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination 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 State of Florida rules, laws, regulations, and County 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 Contractor abandons this Agreement or causes it to be terminated, the Program shall indemnify the County against any loss pertaining to this termination up to a maximum of the full contracted fee amount of the Contractor.
- (d) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

### 8.3 Records:

- (a) The Contractor shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Program and any expenses for which the Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Contractor fails to abide by the provision of Chapter 119, the County may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such document, terminate the employment of the Contractor. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Contractor (excluding monies owed the Contractor for subcontractor work).

- 8.4 No Contingent Fees: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor 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.
- **Assignment:** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Contractor, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

# 8.6 Hold Harmless and Indemnification of County:

- (a) Hold Harmless: The Contractor agrees to hold harmless, indemnify, and defend the County and its agents, officers, and employees from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorney fees and paralegal fees, for an expense, damage, or liability incurred by any of them, direct or consequential damages, arising directly or indirectly, on account of or in connection with the Contractor's performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor, or by any other person for whom the Contractor is legally liable.
- (b) Indemnification: The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the 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 as described in the Hold Harmless paragraph. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.
- **8.7 Insurance:** The Contractor 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 with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according to the A.M. Best Key Rating Guide Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairment coverage may be provided on a claim made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificate of insurance shall be provided to Joe Pillitary, Purchasing Manager, Post Office Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

# 8.8 Representative of County and Program:

- (a) It is recognized that questions in the day-to-day conduct of the Program will arise. The Contract Administrator, upon request by the Contractor in writing, shall state the persons to whom all communications pertaining to the day-to-day conduct of the Program shall be addressed.
- (b) The Contractor shall inform the Contract Administrator in writing of the representative of the Contractor to whom matters involving the conduct of the Program shall be addressed.

# 8.9 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.
- 8.10 <u>Truth-in-Negotiation Certificate:</u> The signing of this Agreement by the Contractor 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. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- **8.11** Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 8.12 <u>Gratuities:</u> Neither the Contractor 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 Contractor acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Contractor; the Contractor agrees to abide with such statutes.
- 8.13 Conflict of Interest: The Contractor 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 Program now has or will have. The Contractor shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Contractor. The Contractor 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 Article II of Chapter 46, of the Escambia County Code of Ordinances.

- **8.14 Survival:** All other provisions, which, by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 8.15 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement, shall be in the County of Escambia.
- 8.16 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 meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
  - (a) If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Contractor shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
  - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.17 <u>Severability:</u> 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 enforces as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.18 <u>Compliance with Laws:</u> The Contractor shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Contractor shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- **8.19** Participation in Other Proceedings: At the County's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the

County regarding 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.

- **8.20** Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- **8.21 No Waiver:** The failure of the Contractor or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

**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 duly authorized chairman and Lakeview Center, Inc. through its duly authorized President, duly authorized to execute same.

**ESCAMBIA COUNTY** 

**BOARD OF COUNTY COMMISSIONERS** By: Lumon J. May, Chairman ATTEST: Pam Childers Date: \_\_\_\_\_ Clerk of the Circuit Court BCC Approved: Approved as to form and legal Deputy Clerk sufficiency. (Seal) Bv/Title: < CONTRACTOR: Lakeview Center, Inc. a non-profit corporation authorized to do business in the State of Florida. By: Story To Solve Service Ser ATTEST: Corporate Secretary Secretary (Seal)

#### **EXHIBIT A - SCOPE OF WORK:**

The Escambia County Drug Court is a partnership between the courts, the Escambia County Department of Corrections, Pretrial Release Program, Office of the State Attorney, Public Defender's Office, Florida Department of Corrections, and Pathway Addiction Treatment Center. The primary goal of the drug court is to provide immediate and concerted treatment to the drug offender.

This program is a twelve month, three phase approach to substance abuse. It encompasses the vocational, educational and spiritual components in conjunction with providing substance abuse treatment. Phase I provides assessment and intensive outpatient treatment plus urinalysis exams. Phase II addresses the participants' receptiveness to substance abuse treatment in an outpatient setting, emphasizing a drug free lifestyle, and developing the mechanisms for coping with stressful situations. Phase III provides ongoing substance abuse support with a focus on the available community resources such as educational and vocational referrals.

This program provides early intervention and serves as a meaningful alternative to incarceration for the offender who can adequately function in the community with support. It is the goal of this program to realize a reduced recidivism rate for those offenders who successfully complete the program. This in turn will provide the offender the basis to build upon to become a productive member of our community.

Upon acceptance into Drug Court, clients participate in an administrative intake process at Pathway Addiction Treatment Center a component of Lakeview Center, Inc. consisting of the collection of identifying data, determination of financial status, and signature of consent for treatment. In addition each client participates in a clinical assessment consisting of the following: a psychosocial assessment, a psychiatric assessment where indicated, alcohol/drug use history, discussion of an initial treatment plan, a review of the program schedule, completion of appropriate release of information forms as well as any legal requirements for documentation and follow-up. The client completes a medical history checklist which is reviewed and if needed a referral for a physical is made.

After the initial intake the client begins attending the drug court treatment program located at Pathway Addiction Treatment Center. Pathway utilizes a multifaceted, graduated intensity approach including professional counseling, peer support, community support systems, aftercare groups, and professional referrals. An assessment of high risk behaviors is part of the initial assessment at the time of intake. A referral system is established for HIV related issues such as education and counseling. Testing is provided upon request of the client and through referral. A clinical chart is developed for all clients and documentation is contained therein. Assessments, treatment plans, progress notes, urinalysis results and discharge summaries are maintained in the client chart.

The following services are provided by the treatment agency:

Phase I: Approximately 12 weeks of intensive outpatient treatment using a day-treatment model. Services include a minimum of 3 hours of daily programming (e.g. cognitive restructuring, Twelve Step Program, and drug and alcohol education) at least 4 days per week. Services allow program participants to attend treatment sessions either during the day or in the evening to accommodate individuals who are working. Treatment further includes at least 3 hours of group treatment, 4 days per week, and urinalysis testing a minimum of twice weekly, or as needed.

Phase II: Approximately 3-4 months (dependent upon individual's progress) of moderately intensive outpatient treatment. Services include a minimum of 9 hours of programming per week. Treatment includes at least 3 hours of group treatment, 3 days per week, and urinalysis testing a minimum of twice weekly, or as needed.

Phase III: Approximately 6 months of less intensive outpatient treatment. Services include a minimum of 4 hours of programming per week including at least 2 hours of group treatment, 2 days per week, and urinalysis testing a minimum of once weekly, or as needed.

Throughout the year the individual is given status call court dates for the Court to review the offender's treatment progress. Pathway provides detailed status call reports for each client at every court appearance. Phase I clients attend court once per week, phase II once every other week, and phase III once every three weeks. This enables the judge to provide support to the clients as needed and to institute sanctions if recommended by treatment. It further provides the client with a sense of continuity and identification within the programs. Rather than feeling "lost in the system", the client learns the judge knows of and has an interest in his/her situation. This aspect allows the courtroom to become a therapeutic environment for the participants.

#### **EXHIBIT B**

FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) 2014-JAGC-ESCA-1-E5-162 Escambia County Cost Center 410571 October 1, 2013 – September 30, 2014

\$51,310

To be billed monthly for services provided. Invoices are to be submitted to Court Administration for number of treatment sessions and assessments per client.

### OTHER FUNDING:

Other funding sources may be used once the slots are full. A new Purchase Order will be submitted once slots have been agreed upon by Lakeview Center, Inc. and Court Administration not to exceed \$20,000.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5706 County Administrator's Report 10. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge

Enhancement

From: Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancement - Amy Lovoy, Management and Budget Services Department Director

That the Board award a Contract to Brown Construction of NWF, Inc., for the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancement, PD 13-14.015, in the amount of \$958,168.28.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project #09EN0093, \$239,542.07; Fund 352, LOST III, Cost Center 210112, Object Code 56301, Project #09EN0093, \$718,626.21]

#### **BACKGROUND:**

The Office of Purchasing advertised the Solicitation in the Pensacola News Journal on January 20th & 27th 2014. Five bids were received.

Maplewoods Subdivision Drainage Project has been an ongoing drainage project started by Escambia County in 2005, which was a 2-phased project of which the first phase was funded & constructed by Escambia County in 2007, and the second phase was partially funded by a grant and completed in 2010.

In July 2009, Maplewoods Drainage Project (FEMA Project #1595-27-R) was approved by the Florida Division of Emergency Management (FDEM) through the federally funded Hazard Mitigation Grant Program (HMGP) and awarded to the Board of County Commissioners. The project came in under budget so the County requested funding for project enhancements and FDEM approved those enhancements for this project.

Both design and construction for the second phase and this project were approved under HMGP.

At the November 17, 2011 board meeting, the Board of County Commissioners approved issuance of a task order to Ken Horne & Associates, Inc. for the design and limited construction inspection services for this project. This design was completed and submitted to FEMA through FDEM in December 2012 and HMGP grant (14HM-2Z-01-27-331) for construction was

approved by the Board on 11/21/2013.

### **BUDGETARY IMPACT:**

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project #09EN0093, \$239,542.07]

[Funding: Fund 352 LOST III, Cost Center 210112, Object Code 56301, project #09EN0093, \$718,626.21]

This federally funded Hazard Mitigation Grant Program (HMGP) agreement provides a federal share of 75% for construction cost with the County's matching share of 25% for the project.

# **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney's Standard Form of Contract will be used.

#### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts.

### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will distribute the Contract and Purchase Order.

#### **Attachments**

**Bid Tab** 

**BCC Grant Approval** 

**BCC KHA Task Order Award** 

**HMGP Signed Agreement for Construction** 

# PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancement BID # PD 13-14.015								
Bid Opening Time: 3:00 pm CST Bid Opening Date: 02/27/2014 Bid Opening Location: Rm 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Grand Total
Anderson-Columbia Co Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,254,390.43
Brown Construction of NWF Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$958,168.28
Chavers Construction Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,141,730.00
Roads Inc of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,220,049.35
Utility Service Co Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,080,651.94
BIDS OPENED BY:	Joe F. Pilli	tary, Jr., Pu	urchasing Coordin	ator DATE:	02/27/2014				
BIDS TABULATED BY:	Angie Holbrook, SOSA DATE: 02/27/2014								
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 02/27/2014								

CAR DATE 03/20/2014 BOCC

DATE 03/20/2014

The Purchasing Chief/Designee recommends to the BCC: To award an Indefinite, Indefinite Delivery Contract to Brown Construction of NWF Inc. for a total amount of \$958,168.28

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

JFP/abh

### RESUME OF THE REGULAR BCC MEETING - Continued

# <u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 20. That the Board take the following action concerning a Recommendation: Federally-Funded Subgrant Agreement, Contract Number: 14HM-2Z-01-27-01-XXX, Project Number 1595-27-B, between the State of Florida, Division of Emergency Management, and Escambia County Board of County Commissioners, for the Maplewoods Subdivision Drainage Ditch Piping and Ashland Avenue Bridge Enhancements (Funding Source: Escambia County's 25% construction cost match of \$293.615.86 available in Fund 352. "Local Option Sales Tax III." is Account 210107/56301, Project #09EN0093; this Hazard Mitigation Grant Program provides a reimbursement total of \$896,040.39, equivalent to 75% of the estimated construction related and pre-award costs and an additional administrative allowance):
  - A. Approve the Federally-Funded Subgrant Agreement, and
  - B. Authorize the Chairman to sign the Agreement and any subsequent Grant-related documents.

# Approved 5-0

21. <u>Recommendation:</u> That the Board approve, and authorize the Chairman or Vice Chairman to execute, the *Contract for Sale and Purchase*, subject to Legal review and sign-off, for the acquisition of real property, located at 3100 West Desoto Street, from Brownsville Assembly of God Church (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 110267/56101/56201, Project Number 13PF2503).

# Approved 5-0

# RESUME OF THE REGULAR BCC MEETING – Continued

# COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 17. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order; meeting in Regular Session on May 20, 2010, the Board approved awarding a Task Order to Bayside Consulting Group of Northwest Florida, LLC, on Contract PD 09-10.044, for "Design Consulting Engineering Services for Jernigan and Cody Road Safety Upgrades and Sunnehanna Boulevard Realignment"; this Change Order will allow the engineer to provide consulting services for Jernigan and Cody Road upgrades and Sunnehanna Boulevard Realignment, and to coordinate with the State of Florida Department of Transportation (FDOT) and FDOT's consultant as needed; Change Orders #1-4 were Change Orders for time only (Funding Source: Fund 352, "Local Option Sales Tax III," Cost Center 210107, Object Code 56301, Project #08EN0045):

Department: Public Works

Division: Engineering/Infrastructure Division

Type: Addition Amount: \$157,010.00

Vendor: Bayside Consulting Group of Northwest Florida, LLC

Project Name: Jernigan and Cody

Contract: PD 09-10.044, "Design Consulting Engineering

Services for Jernigan and Cody Road Safety

Upgrades and Sunnehanna Blvd. Realignment"

Purchase Order Number: 101410 Change Order (CO) Number: 5

Original Award Amount: \$228,790
Cumulative Amount of Change Orders through this CO: \$157,010
New Contract Total: \$385,800

# Approved 5-0

18. Recommendation: That the Board approve issuance of a Task Order to Kenneth Horne & Associates, Inc., in the amount of \$119,957.41, on Contract PD 02-03.79, "Professional Services" (as governed by Florida Statute 287.055), which includes a lump sum engineering fee of \$99,126.14, with allowances for surveying, geotechnical, permit fees, and environmental consultant fees totaling \$20,831.27, to design and provide limited construction inspections for the Maplewoods Subdivision Ditch Piping and Ashland Avenue Bridge Enhancements Project (Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107/56301, Project #09EN0093, "Maplewoods").

# **Approved 5-0**



Contract Number: 14HM-2Z-01-27-01- 33 (

Project Number: 1595-27-B

#### FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Escambia County Board of County Commissioners, (hereinafter referred to as the "Recipient").

### THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
  - C. The Division has statutory authority to disburse the funds under this Agreement.
    THEREFORE, the Division and the Recipient agree to the following:

#### (1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

#### (2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

#### (3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end November 10, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

#### (4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

#### (5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

- (b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:
  - 1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
  - 3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.
- (c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work Attachment A and all other applicable laws and regulations.
- (d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- (b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.
- (d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular No. A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular No. A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular No. A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular No. A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular No. A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular No. A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular No. A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular No. A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular No. A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

#### http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular No. A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular No. A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular No. A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management Office of Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular No. A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

- (h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular No. A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.
- (i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.
- (j) The Recipient shall have all audits completed by an Independent Certified Public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, <a href="Florida Statutes">Florida Statutes</a>. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### (7) REPORTS

- (a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.
- (b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.
- (c) The close-out report is due sixty days after termination of this Agreement or sixty days after completion of the activities contained in this Agreement, whichever first occurs.
- (d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- (e) The Recipient shall provide additional program updates or information that may be required by the Division.
  - (f) The Recipient shall provide additional reports and information identified in Attachment D.

#### (8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/ processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

#### (9) LIABILITY

- (a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, <u>Florida Statutes</u>; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.
- (b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### (10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

- (a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

- (c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
- (d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;
  - (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
  - (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
  - (e) Exercise any corrective or remedial actions, to include but not limited to:
  - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
  - 3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
  - 4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
    - (f) Exercise any other rights or remedies which may be available under law;
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

#### (12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

#### (13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944

Fax: (850) 922-1259

Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Chris Curb, Project Manager 3363 West Park Place Pensacola, Florida 32305 Telephone: (850) 595-3419

Fax: (850) 595-3444

Email: CACURB@co.escambia.fl.us

(d) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

#### (14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, <u>Florida Statutes</u>.

#### (15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

#### (16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
  - (c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A - Budget and Scope of Work

Attachment B - Program Statutes and Regulations

Attachment C - Statement of Assurances

Attachment D - Request for Reimbursement

Attachment E - Justification of Advance

Attachment F - Quarterly Report Form

Attachment G - Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

#### (17) FUNDING/CONSIDERATION

- (a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$896,040.39, subject to the availability of funds.
- (b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under subparagraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circular No.s A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.
- (c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.
- (d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### (18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

#### Division of Emergency Management Cashier 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), <u>Florida Statutes</u>, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (19) MANDATED CONDITIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- (b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
- (c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.
- (d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- (f) Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- (g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - 2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in subparagraph (19)(g)2 of this certification; and
  - 4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

- (h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, <u>Florida Statutes</u> or the Florida Constitution.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.
- (k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.
- (I) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

- (m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.
- (n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- (o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (20) LOBBYING PROHIBITION

- (a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Recipient certifies, by its signature to this Agreement, 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 Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."
  - 3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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.C. 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.

#### (21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

- (a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.
- (c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

#### (22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

## (23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

# RECIPIENT: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Lumm N. May	ATTESTS Pam Childers
Name and Title: Lumon J. May, Chairman	Gerk of Circuit Court  By: North Haus
Date: November 25,2013	Deputy Clerk
FEID#: 59 6000 598	This document approved as to form and legal sufficiency.  By:  Title:  Date:
STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	Date BCC Approved:
By: Miles E. Anderson, for	
Name and Title: Bryan W. Koon, Director	-

#### **EXHIBIT - 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance Number: 97.039

Amount of Federal Funding: \$896,040.39

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments
- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations

#### Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42
   U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA),
   Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- Title 44 of the Code of Federal Regulations (CFR)
- 44 CFR Part 80 Property Acquisition and Relocation of Open Space
- 44 CFR Part 10 Environmental Considerations
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

#### Federal Program:

List applicable compliance requirements as follows:

- 1. Recipient is to use funding to perform the following eligible activities:
  - Intermediate Stormwater Drainage System
  - Major Flood Control Drainage System
- 2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular No. A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

#### Attachment A

#### **Budget and Scope of Work**

#### **Statement of Purpose**

The purpose of this scope of work is to implement the expansion of the Phase II Maplewoods Neighborhood Drainage Project in Escambia County funded through the Hazard Mitigation Grant Program (DR-1595-027-R), as approved by the Division and the Federal Emergency Management Agency (FEMA). The project will protect the surrounding properties and infrastructure from future localized flooding. Escambia County agrees to administer and complete the project per sealed engineered designs and construction plans as submitted by the recipient and subsequently approved by the Division and FEMA. The recipient will complete the work in accordance with all applicable federal, state and local laws, regulations, and codes.

#### **Project Overview**

As a Hazard Mitigation Grant Program project, the Recipient, Escambia County shall improve the drainage of Maplewoods Neighborhood, Pensacola, Florida by completing the following:

<u>Ashland Ave. Bridge Enhancement</u> – Upgrade the existing size of the existing culvert with an arch bridge, elevating a portion of the roadway above the flood stage and associated work to complete this task.

<u>Maplewoods Subdivision</u> – Tie the expanded work into the previously completed HMGP work by piping the open ditch to reduce flooding and improve conveyance.

#### **Tasks**

#### Tasks 1

Upon the completion of the approved pre-award activities (3<sup>rd</sup> party bridge bid package review and revision and purchase of easement). The recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The recipient shall select the qualified, licensed Florida contractor in accordance with the recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities will contain sufficient source documentation and be in accordance will all applicable regulations.

The recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the recipient and subsequently approved by the Division and FEMA.

The recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

#### Task 2

The recipient shall monitor and manage the installation of improved drainage infrastructure in the Maplewoods Neighborhood Drainage system and Ashland Ave bridge in accordance with sealed engineering designs and construction plans presented to the Division by the recipient and subsequently approved by the Division and FEMA. The recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Construction activities will be completed by a qualified and licensed Florida contractor. All construction activities will be monitored by a qualified engineer. The recipient must complete the project in accordance will all required permits. All work will be completed in accordance with applicable codes and standards.

Upon completion of the work, the recipient will schedule and participate in a final inspection of the completed project by the local building official, if applicable. Any deficiencies found during this final inspection will be corrected by the recipient prior to recipient's submittal of the final inspection request to the Division.

#### Task 3

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

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

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

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

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

The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the recipient. Quarterly reports must be submitted by the recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

#### **Deliverables**

#### Deliverable 1

The recipient will provide documentation demonstrating the results of the bid package review and any revisions along with proof of purchase of the easement. Documentation demonstrating the results of the procurement process. This will include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors will be provided to the Division by the recipient.

The recipient will provide copies of professional licenses for contractors selected to perform services. The recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

#### Deliverable 2

Upon completion of Task 2, the recipient will submit a final copy of the project's as-built drawings and necessary supporting documentation, and will provide a summary of all contract scope of work changes, if any. Additional documentation will include:

- 1. Copy of the notice of commencement
- Local Building Official Inspection Report and Final Approval, if applicable
- 3. Certified Letter of Completion from Engineer or Record: The recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings and specifications.
- 4. Photographs of completed project sites

#### Deliverable 3

The recipient shall submit to the Division requests for reimbursement of actual construction and administrative costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement will include:

- 1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.
- 2. Proof of payment from the recipient to the contractor, subcontractor, and/or vendor for invoiced services.
- 3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The recipient's final request for reimbursement should include the final construction project cost. Supporting documentation must show that all contractors and subcontractors have been paid.

#### Financial Consequences

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

- 1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- 2. Disallow all or part of the cost of the activity or action not in compliance;
- 3. Wholly or partly suspend or terminate the current award for the recipient's program;
- 4. Withhold further awards for the program; or
- 5. Take other remedies that may be legally available.

#### **Additional Performance Requirements and Project Conditions:**

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

- 2. The recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 3. Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, will require re-submission of the application to FEMA through the Florida Division of Emergency Management (FDEM) for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 4. If ground disturbing activities occur during construction, the recipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the FDEM and FEMA.
- 5. If pre historic artifacts such as pottery or ceramics, stone tools or metal implements, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time, the project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The recipient, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at 850.245.6333, as well as the FDEM and FEMA. Project activities should not resume without verbal and/or written authorization for the Division of Historical Resources and FDEM.
- 6. In the event that unmarked human remains are encountered during permitted activities, all work must stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statute.
- 7. Verification of project compliance with the agreement with FDOT required at closeout.
- 8. Verification of compliance with USACE permits dated 7/25/2013; permit #SAJ-2012-034752 (NW-HMM) and SAJ-2012-03453, both effective through 03/18/2017, is required at closeout.
- 9. Best management practices will be used during project work to minimize soil erosion, sediment migration and turbidity. A National Pollutant Discharge Elimination System (NPDES) stormwater permit must be obtained (if area of disturbance will be greater than one acre). The Recipient will need to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) must be submitted at project closeout.
- 10. If work is done in the FDOT right-of-way then an FDOT right-of-way permit must be submitted.
- 11. Recipient must coordinate with local floodplain administrator to assure compliance with local regulations. Documentation of this coordination or permitting shall be provided at closeout.
- 12. For projects involving groundwater dewatering activities at the construction site, provide documentation of coverage under the Florida Department of Environmental Protection (FDEP) "Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated

Site Activity."

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

# This is FEMA project number 1595-27-R, funded under HMGP - 1595-DR-FL The Period of Performance for this projects ends on November 10, 2014

#### Schedule of Work

Phase II

Review of Bid Package and QC Bridge Plans 2 Month
Bidding and Contracting: 3 Months
Construction: 6 Months
Final Inspection: 2 Months
Weather Delays: 1 Month

Total Period of Performance: 14 Months

**Budget** 

#### Line Item Budget\*

	Project Cost	Federal Share	Local Share
Phase II Expansion Construction:			
(Approved pre-award cost)			
Third party bridge, & bid package	\$ 12,000.00	\$ 9,000.00	\$ 3,000.00
Right of way easement purchase	\$ 9,600.00	\$ 7,200.00	\$ 2,400.00
Construction, Material, Labor, Mgmt	<b>\$1,152,863.45</b>	<u>\$864,647.59</u>	\$288,215.86
Phase II Sub-total:	\$1,174,463.45	\$880,847.59	\$293,615.86
Administrative Allowances	\$ 0.00	\$ 15,192.80	\$ 0.00
Total Project Cost:	\$1,174,463.45	\$896,040.39	\$293,615.86

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

#### **Funding Summary**

Federal Share:	\$ 880,847.59	(75%)
Local Share:	<u>\$ 293,615.86</u>	(25%)
Total Project Cost:	\$1,174,463.45	(100%)

Recipient Administrative Allowance up to \$15,192.80

#### Attachment B

#### **Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Long-term Recovery Guidance; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

#### STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) OMB Circulars A-21, A-87, A-110, A-122
- (5) Chapter 473, Florida Statutes
- (6) Chapter 215, Florida Statutes
- (7) Section 768.28, Florida Statutes
- (8) Chapter 119, Florida Statutes
- (9) Section 216.181(6), Florida Statutes
- (10) Cash Management Improvement Act Of 1990
- (11) American with Disabilities Act

- (12) Section 112.061, Florida Statutes
- (13) Immigration and Nationality Act
- (14) Section 286.011, Florida Statues
- (15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (19) 28 CFR applicable to grants and cooperative Agreements
- (20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (22) Section 504 of the Rehabilitation Act of 1973, as amended
- (23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (24) 28 CFR, Part 42, Subparts C, D, E, and G
- (25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (26) 42 U.S.C. 5154a
- (27) 44 CFR, Part 60.3 and City/County Ordinance

#### Attachment C

#### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

- used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits:
- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship:
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
  - For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha\_conditions.shtm
- (k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (I) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

- consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination:

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

#### Attachment D

#### **DIVISION OF EMERGENCY MANAGEMENT**

# REQUEST FOR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: Escambia County Board of County Commissioners						
ADDRESS:						
CITY, STATE,	, ZIP CODE: _					
PAYMENT #:			CONTR	ACT #: 14HM	<u>/I-2Z-01-27-01-3</u>	331
FEMA TRACK	(ING #: <u>1595</u> -	-27-B	INVOIC	E PERIOD:	tc	)
Eligible Amount	Obligated Federal	Obligated Non-Federal	Previous	rious Current	DEM Use Only	
100%	%	%	Payments	Request	Approved	Comments
	ТО	TAL CURRENT	REQUEST:	\$		
disbursemer	nts were made in	ny knowledge an n accordance w ously requested	ith all conditions	s of the Division		
RECIPIENT SIGNATURE:						
Name and Title: Date:						
APPROVED P	PROJECT TOTA	AL \$		1,100	The second secon	
ADMINISTRA	TIVE COST	\$	GOVE	RNOR'S AUTH	ORIZED REPR	ESENTATIVE
APPROVED F	FOR PAYMENT	\$	DATE	=		

# Attachment D (Continued)

# **DIVISION OF EMERGENCY MANAGEMENT**

# SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION GRANT PROGRAM

RECIPIENT NAM	1E: Escambia C	ounty BOCC DISASTER #: 1595	
CONTRACT #:	14HM-2Z-01	27-01-331 FEMA TRACKING #: 1595-	27-B
Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION  List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
:		TOTAL	

## Attachment E

# JUSTIFICATION OF ADVANCE PAYMENT

If you are requesting an advance, indi	cate same by checking the box below.
] ADVANCE REQUESTED	
reimbursement basis. These funds are	is requested. Balance of payments will be made on a needed to pay staff, award benefits to clients, duplicate and equipment. We would not be able to operate the
If you are requesting an advance, con	plete the following chart and line item justification below.
ESTIMATED EXPENSES	
BUDGET CATEGORY/LINE ITEMS (list applicable line items)	2020 Anticipated Expenditures for the First Three Months of Contract
For Example	
ADMINISTRATIVE COSTS	
(Include Secondary Administration)	
For Example	
PROGRAM EXPENSES	
TOTAL EXPENSES	
the cash advance. The justification must advance will be expended within the first should include quotes for purchases, del the Division reasonable and necessary s (90) days of the contract term. Any adva contract term shall be returned to the Div	ine item, provide a detailed justification explaining the need for t include supporting documentation that clearly shows the ninety (90) days of the contract term. Support documentation ivery timelines, salary and expense projections, etc. to provide support that the advance will be expended within the first ninety ance funds not expended within the first ninety (90) days of the vision Cashier, 2555 Shumard Oak Boulevard, Tallahassee, eccipt, along with any interest earned on the advance).

#### Attachment F

### DIVISION OF EMERGENCY MANAGEMENT HAZARD MITIGATION GRANT PROGRAM QUARTERLY REPORT FORM

RECEIPT Escambia County BOCC	PROJECT #: 1595-27-B
PROJECT TYPE: Drainage (Expansion)	CONTRACT#: 14HM-2Z-01-27-01-331
DISASTER NUMBER: 1595	QUARTER ENDING:
Provide amount of advance funds disbursed for pe	riod (if applicable):\$
Provide reimbursement projections for this project:	
July-Sep 20\$       Oct-Dec 20\$         July-Sep 20\$       Oct-Dec 20\$	lan-Mar 20\$ Apr-June 20\$ lan-Mar 20\$ Apr-June 20\$
Percentage of Work Completed (may be confirmed	
Project Proceeding on Schedule: Yes	No
Describe milestones achieved during this quarter:	
Provide a schedule for the remainder of work to pro-	oject completion:
Describe problems or circumstances affecting com	pletion date, milestones, scope of work, and cost:
[ ] Cost Unchanged [ ]	Under Budget [] Over Budget
Cost Status: :	Shadi Baagat
Additional Comments/Elaboration:	
any time. Events may occur between quarterly rep such as, anticipated overruns, changes in scope of	staff may perform interim inspections and/or audits at ports, which have significant impact upon your project, f work, etc. Please contact the Division as soon as any be found non-compliant with your subgrant award.
Name and Phone Number of Person Completing T	his Form

#### Attachment G

#### **Warranties and Representations**

#### Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

#### Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

#### **Business Hours**

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

#### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

#### Attachment H

# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### **Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, <u>Escambia County Board of County Commissioners</u>, certifies, by submission of this document, 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 Recipient's contractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR	
By:	Escambia County BOCC
Signature	Recipient's Name
	14HM-2Z-01-27-01-331
Name and Title	DEM Contract Number
	1595-27-B
Street Address	FEMA Project Number
City, State, Zip	
Date	WANTA AND A DOCK - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777 - 1777

## ATTACHMENT I

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 1995-27-B

FUNDING AGENCY: Federal Emergency Management Agency

**AWARD AMOUNT: \$896,040.65** 

OBLIGATION/ACTION DATE: November 22, 2007

SUBAWARD DATE (if applicable):

DUNS# \*: 075079673

**DUNS+4#:** 

\* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform

(http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

**BUSINESS NAME:** Escambia County Board of County Commissioners

**DBA NAME (IF APPLICABLE):** 

PRINCIPAL PLACE OF BUSINESS ADDRESS: 221 Palafox Place, Suite 400, Pensacola, FL 32502

ADDRESS LINE 1: 3363 W. Park Place

CITY: Pensacola

STATE: FL ZIP CODE+4\*\*: 32505

## PARENT COMPANY DUNS# (IF APPLICABLE): CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

**DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS)** 

Maplewoods Si		e previously con	npleted HMGP v	work, by piping th	rainage easement in ne open ditch within
Avenue, locate	roadway above the	f Maplewoods S	ubdivision, with	an arch bridge, e	elevating a portion o
			·		

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF **BUSINESS):** 

**ADDRESS LINE 1:** 

**ADDRESS LINE 2:** 

**ADDRESS LINE 3:** 

CITY:

STATE:

ZIP CODE+4\*\*:

# CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

#### **EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act? Yes No

Note: Escambia County received \$22,176,178.00 in 2012 from federal revenues.

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986? Yes \( \subseteq \) No \( \subseteq \)

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

<u>"Executive"</u> is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

RECEIVED BY BUREAU OF MITIGATION

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified. vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR (Date of Fiscal Year Completion )

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3	1000		
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Churtophe a Cuch

NAME AND TITLE: Christopher, A. Curb, Stormwater Engineering Manager

DATE: 10/21/13

# BUREAU OF MITIGATION 2013 DEC -4 A 11: 53



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5796 County Administrator's Report 10. 12.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Purchase of 7 Buses, PD13-14.035

From: Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Purchase of Escambia County Area Transit Champion
Cutaway Transit Vehicles - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the County to utilize the Florida Department of Transportation (FDOT) Contract #TRIPS-11-CA-TP, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and award a Purchase Order for seven Champion Defender model buses, for Escambia County Area Transit, in accordance with the specifications, in the amount of \$765,527, to Creative Bus Sales, Inc., PD 13-14.035.

[Funding: Fund 320, FTA-Capital Project Fund, Cost Center 320417, Object Code 56401, \$370,000; Fund 320, FTA-Capital Project Fund, Cost Center 320418, Object Code 56401, \$395,527]

#### **BACKGROUND:**

The 5307 Grant was awarded to Escambia County Area Transit (ECAT) in FY 2012 and FY 2013 for Rolling Stock (see attached BCC Minutes documentation). The FDOT administers the 5307 funds to local transportation systems. FDOT provides transportation providers with the TRIPS (Transit Research Inspection Procurement Services) program that public and private nonprofit transportation agencies can procure well-equipped, well-built transit vehicles at a reduced cost by means of centrally administered statewide contracts for vehicle procurement (see attached). The program ensures that vehicle procurements adhere to and are consistent with all applicable federal, state, and FDOT guidelines, requirements, industry standards, and certifications, as well as the Federal Transit Administration's (FTA) Procurement Manual. The vehicle manufacturer's compliance with technical specifications is continually monitored by contracted line inspectors at each vehicle production site and at an FDOT vehicle inspection facility located in Tallahassee, Florida. With the volume of vehicles purchased through contracts established by TRIPS, transit agencies can take advantage of longer warranty periods, extended service after the sale, and training opportunities offered by both the vehicle dealers and component manufacturers. The TRIPS program is administered by the Center for Urban Transportation Research (CUTR) under an agreement with FDOT.

The need for the replacement can be justified in ECAT's Fleet Vehicle List (see attached). The

items highlighted in yellow (first seven under "ECAT Buses") are the vehicles to be replaced. We will be replacing (7) of the current 1996 31' Gillig buses and replacing them with (7) 29' International Defender buses. The 7 buses we are replacing exceed the useful life of 350,000 miles, or ten years in age, as defined by the FTA. The average useful life miles of the 7 buses to be retired is 397,000 miles. Cutaway's are available in sizes ranging from 21' to 31'. The 29' was selected based on size needs, passenger seating capacity, and these can also be used as spares for other routes as needed. The 29' bus has seating for 22 passengers and the current ECAT fleet seats 34 passengers. The current 31' ECAT buses cost approximately \$300,000 to replace as compared to \$109,000 for the 29' cutaways. With evaluation of need and ridership numbers we are able to maximize our fleet replacement with available grant dollars. The annual ridership information for the routes that these buses will be utilized (see attached), proved to be a slightly lower ridership than is needed for a 31' bus, but were ideal for a 29' cutaway. There are four specific, highlighted, routes that are currently served by 6 buses. Also included is the original bus Request For Proposals (RFP) from the State of Florida Award Document for Creative Bus Sales/Transit Plus order packet.

With the replacement of the (7) 1996 buses we will be able to reduce the maintenance cost, reduce emissions and increase fuel mileage. Creative Bus Sales holds the State Contract for the International Defender 29' bus.

The purchase of the 7 buses is funded by a Federal Grant program governed by 49 CFR Subtitle A 18.36 which states, "Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals." Also Escambia County Area Transit procurement policy (see attached) as approved by the FTA, references the 49 CFR. Therefore the requirement for the posting of the purchase of these vehicles on the website for 30 days to allow for local vendors to compete for the award according to the "Local Preference in Sealed Bid Process" approved by the Board of County Commissioners on February 6, 2014 was waived.

### **BUDGETARY IMPACT:**

Funding: Fund 320, FTA-Capital Project Fund, Cost Center 320417, Object Code 56401, \$370.000

Funding: Fund 320, FTA Capital Project Fund, Cost Center 320418, Object Code 56401, \$395,527

These vehicles are fully funded through the 5307 Grants.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

NA

### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval. This is also in accordance with FDOT TRIPS which references the 49CFR.

### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Purchase Order.

### **Attachments**

price quote

annual ridership

<u>5307</u>

530711-12

<u>Fleet</u>

**Manual** 

**TRIPS** 

RFP

Order Packet



February 27, 2014

Herold Humphrey FirstGroup America Area General Manager (ECAT/Florida) 1515 W Fairfield Drive Pensacola, FL 32501

Herold.

Thanks for the opportunity to provide this quotation for seven (7) Champion *Defender* model buses, built on 2014 International "UC" chassis'. Prices, terms, conditions, and vehicle specifications are pursuant to and governed by Statewide Purchasing Agreement TRIPS-11-CA-TP.

Base vehicle 29'	\$ 9	7,746.00	(\$92,905.00 + \$ 4,841.00)
Standard seats (\$ 140.00 x 20)	\$	2,800.00	
Folding seats (\$ 290.00 x 2)	\$	580.00	
QRT Max securements (\$ 475.0 x 2)	\$	950.00	
Braun lift	\$	3,300.00	
TwinVision Mobi-Lite sign	\$	3,600.00	(front & side)
Apollo video 5 camera system	\$	2,860.00	
Rear HELP bumper	\$	605.00	
Total	\$ 10	09,361.00	

F.O.B. Pensacola

Thanks-again, if I may be of further assistance, please let me know.

Respectfully

David Morris | Transit Sales

Creative Bus Sales, Inc.

DMorris@CreativeBusSales.com

#### ORDER FORM - PAGE ONE

### CONTRACT # TRIPS-11-CA-TP

#### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

CREATIVE BUS, INC.

AGENCY NAME: _	ECAT	DATE: 2-27-14

PURCHASE ORDER NUMBER: \_\_\_\_

CONTACT PERSON: Herold Humphrey

(Name, Telephone Number and Email Address)

		tem		Unit Cost	Quantity	Total Cost
Base Vehicle	Type					
Chevrolet	12300 GVWR	21' 6.0 Gas		\$ 56,704		
Ford	12500 GVWR	21' 5.4 Gas		\$ 58,689		
Chevrolet	14200 GVWR	23' 6.0 Gas		\$ 59,033		
		25' Option	add	\$3,400		
Ford	14500 GVWR	23' 6.8 V10 Gas		\$ 58,714		
		25' Option	add	\$2,483		
Ford	18000 GVWR	25' 6.8 V10 Gas		\$ 74,369		
		27' Option	add	\$696		
International	19500 GVWR	25' MF 7 Diesel		\$ 92,905	1	92,905
		27' Option	add	\$1,361		
		29' Option	add	\$4,841	1	4,841-
Ford	19500 GVWR	29' 6.8 V10 Gas		\$ 77,650		
International	23500 GVWR	31' MF 7 Diesel		\$ 116,618		
		33' Option	add	\$1,664		
Freightliner	26000 GVWR	31' 6.7 ISB Diesel		\$ 120,190		
		33' Option	add	\$1,664		
		35' Option	add	\$3,815		
		38' Option	add	\$5,292		
International	26000 GVWR	35' MF 7 Diesel		\$ 127,291		
		38' Option	add	\$2,132		
Paint Scheme	Choices					
Scheme #1				\$600		
Scheme #2				\$600		
Scheme #3				\$600		
Base Seating						
Standard Seat				\$140	20	2,800-
Foldaway Sea				\$290	2	580-
Children's Sea	at (per person)			\$550		
Securement 5						
	MAX securement			\$475	2	950-
	n securement (pe			\$625		
Seat belt exter	nsions (2-sets star	ndard)		\$20		
	PAGE ONE	SUB-TOTAL		***		98,596-

# ORDER FORM – PAGE TWO CONTRACT # TRIPS-11-CA-TP ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES CREATIVE BUS, INC.

January 2014  Item	Unit Cost	Qty	Total Cost
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest)	\$3,300	- 1	3,300-
Maxon Model WL_6A3353 (or latest)	\$3,700		
Ricon Model S5510 (or latest)	\$3,300		
Rear Wheelchair Lift Choices			
Ricon Klear-View lift (prior approval from FDOT required)	\$3,500		
Braun model NVL917IB lift (prior approval from FDOT required)	\$3,300		
Ricon Model 1000 LB	\$3,550		
Braun Model 1000 LB	\$3,550		
Optional Engines			
Diesel engine meeting current EPA requirements	11 = 1		
12300, 14200 Chevy diesel option 6.6 Duramax	\$11,492		
F550 Ford diesel option 6.7 Power Stroke	\$6,380		
International and Freightliner Eaton Hybrid Drive Option	\$59,000		
Compressed Natural Gas (CNG) Engine meeting current EPA requirements Size: Make: Manufacturer: BAF			
Ford 14,500 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Ford 14,500 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush	\$17,000		
Chevrolet 14,200 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Chevrolet 14,200 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford F Series 16,500 and 19,500 GVWR Chassis 4 Tank CNG (54GGE) by GAS	\$29,500		
Aluminum wheels (Excluding Chevrolet)	\$1,100		
Stainless steel wheel liners / inserts, front and rear wheels	\$235		
Seating			
Freedman Featherweight High Back standard seats (per seat)	\$155		
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	\$25		
Upgrade interior side wall panels with Nanocide	\$1,200		
USSC Evolution G2E with pedestal	\$1,300		
Freedman Sport Driver seat with Relaxor	\$465		
Stretcher Securement System	\$1,100		
Replacement Stretcher bed (only)	\$4,400		
PAGE TWO SUB-TOTAL			3,300-

### ORDER FORM - PAGE THREE

### CONTRACT # TRIPS-11-CA-TP

### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

### CREATIVE BUS, INC.

January 2014 Item	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression powder system	Add \$1,827		
Kidde Automatic Fire Detection and Suppression System	Add \$627		
Route/Head Signs			
Transign manually operated roller curtain type sign (Plus \$22 per destination)	\$990		
TwinVision "Elyse" software electronic destination system	\$6,625		
TwinVision "Mobi-Lite" electronic destination sign	\$3,600	T	3,600-
Transign "Vista Star" electronic destination sign	\$3,500		
Transign LLC 2-digit Block / Run Number box unit	\$320		
Transign LLC3-digit Block / Run Number box unit	\$325		
Transign LLC passenger "STOP REQUESTED" sign	\$200		
Camera Systems			
SEON 2 camera security system	\$1,781		
REI 2 camera security system	\$1,783		
Gatekeeper 2 camera security system	\$2,140		
AngelTrax 2 camera security system	\$2,254		
Apollo 2 camera security system five (5) camera	\$2,067	1	2,860°
247 2 camera security system	\$1,567		
Price for single replacement camera	\$275		
Other Options Available			
Altro Transflor slip resistant vinyl flooring	\$625		
Driver Safety Partition	\$125		
Bentec Powder-Coated handrails and stanchions (provide standard colors)	\$245		
Exterior remote controlled mirrors	\$725		
Romeo Rim HELP rear bumper (w/o HawKEye)	\$605	1	605-
HawKEye Reverse Assistance System	\$415		1
PAGE THREE SUB-TOTAL			7,065-

### ORDER FORM - PAGE FOUR

### CONTRACT # TRIPS-11-CA-TP

### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

### CREATIVE BUS, INC.

January 2014		
Reverse camera and monitor backing system:  Manufacturer REI	\$350	
Air purification system	\$2,200	
"Mentor Ranger" in vehicle computer	\$4,800	
REI Public Address System	\$330	
Upgrade the standard vehicle AM/FM Radio	\$100	
Hybrid drive for International and Freightliner	\$59,000	
Alternative Body Style (12,300 chassis only)	\$2,000	
FRP Interior	\$550	
Radio Prep	\$55	
Delete Radio	(\$100)	
Thermo King A/C SLR rooftop system		
Chevy NB, Chevy 23', Chevy 26', Ford NB, Ford 23', Ford 26', Ford 25', Ford 27', Ford 29'	\$800.00	
FL 31', FL 33', FL 35', FL 38'	\$950.00	
IC 25', IC 27', IC 29'	\$1,000.00	
IC 31', IC 33', IC 35', IC 38	\$1,150.00	
PAGE FOUR SUB-TOTAL		_
(sub-total of fourth page)		
PAGE THREE SUB-TOTAL		7,065
(sub-total of third page)		11003
PAGE TWO SUB-TOTAL		3,300 -
(sub-total of second page)		2/200
PAGE ONE SUB-TOTAL		98,596-
(sub-total of first page)		101-10
GRAND TOTAL (sum of pages 1, 2, 3, and 4 sub-totals)		109,361-

### CHOICES FORM

### CONTRACT # TRIPS-11-CA-TP

### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

### CREATIVE BUS, INC.

### SEATING AND FLOORING CHOICES

Seating Colors: (circle one) Blue Gray Beige

Flooring Colors: (circle one) Blue Gray Beige Black

Paint Scheme: (circle one) #1 #2 #3 Other

<u>Paint Schemes Note</u>: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

### Upholstery Information-Vinyl Colors Available:

<u>BLUE CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

<u>BEIGE CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

GREY CMI VINYL - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

### WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one)

Braun Ricon

Maxon

### SECUREMENT RETRACTOR CHOICE

ROUTE	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13
1	7,163	7,357	7,161	7,017	7,056	6,443	7,266	7,910	7,833
2	12,526	11,472	11,548	12,701	12712	11628	13,040	13,376	12,771
41	2,167	2,192	2,144	2,508	2480	2286	2,222	2,531	2,677
42	16,597	14,780	14,200	15,691	15786	13467	15,273	15,965	15,685
43	7,204	6,596	6,565	7,131	7114	6598	6,827	7,357	6,862
44	4,735	4,639	4,754	4,749	4738	4448	4,595	5,141	4,581
45	16,208	14,932	15,116	15,847	15876	16568	16,461	17,706	16,326
47	6,726	5,844	6,254	6,922	6894	5582	6,076	7,384	6,775
48	5,269	4,955	5,097	4,765	4742	4813	5,113	5,996	5,704
50	6,605	5,727	5,577	5,803	5830	5285	6,065	6,354	5,985
51	5,588	4,898	5,356	5,840	5883	5355	5,650	5,916	6,003
55	10,839	9,650	10,548	10,753	10769	9511	10,023	10,677	11,022
57	1,899	1,932	2,171	2,224	2224	2279	2,107	2,228	2,154
58	2,414	2,050	2,317	2,505	2505	2073	2,288	2,442	2,300
59	2,451	2,245	2,510	2,919	2918	4118	4,046	3,494	3,520
60	849	707	753	836	837	855	929	1,037	833
61	377	405	481	556	557	533	454	472	478
63	3,682	3,296	3,399	3,495	3507	3045	3,294	3,802	4,153
64	153	130	295	513	513	599	596	456	620
591	131	107	117	143	143	56	174	259	371
Other	6	1	15	7	7	8	2	19	13
Jury Trolley	1,341	798	2,865	2,054	621	1282	1780	1387	2018
UWF Trolley	13,894	11,909	11,006	17,099	2625	2387	2280	5316	18178
Beach Trolley	0	0	0	0	3007	14,755	21,548	13,050	0
_			-						
T-4-1									

Total 128,824 116,622 120,249 132,078 119,344 123,974 138,109 140,275 136,862

Oct-13	Nov-13	Dec-13
8,730	7,039	7,448
14,304	11,638	11,724
2,680	2,218	1,993
18,349	14,467	13,771
8,379	6,662	6,430
5,886	4,674	4,508
19,260	15,002	15,516
8,117	5,911	6,103
6,296	5,311	5,536
6,627	5,283	5,354
6,952	5,086	5,339
12,051	9,726	9,964
2,200	1,842	2,054
2,601	1,844	2,009
3,205	3,226	3,028
973	803	853
495	396	441
4,771	3,444	3,192
343	210	215
233	202	273
6	119	48
799	1093	1623
21767	13054	6891
0	0	0

155,024 119,250 114,313

Annual Total 2013 1,544,924

### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

### REGULAR BCC AGENDA - Continued

### 9. 5:31 p.m. Public Hearing

Motion made by Commissioner Robinson, seconded by Commissioner May, and carried unanimously, taking the following action concerning the Fiscal Year 12/13 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding; FTA guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects; effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Federal Transportation Electronic Award and Management System (TEAM) System:

- Conducting the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,444,671 in Federal assistance on mass transit projects;
- B. Approving the Grant Application;
- C. Adopting the Resolution (R2013-43) authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal TEAM System, using the authorized passwords for the Chairman and the County Administrator, where necessary.

Speaker(s) - None.

Escambia County
Clerk's Original
4 18 2013 5:31 Am PH

### RESOLUTION NUMBER R2013- 43

RESOLUTION THE BOARD OF COUNTY COMMISSIONERS OF **ESCAMBIA** COUNTY. FLORIDA. AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12/13) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

<u>SECTION 5.</u> That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

**SECTION 6.** That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

<u>SECTION 7.</u> That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12/13) on behalf of Escambia County.

<u>SECTION 8.</u> That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

	not			
ADOPTED this	18	day of	April	2013.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA?

By: Aug Vielt it to

ATTEST: Pam Childers

Clerk of the Circuit Court

**Date Executed** 

April 18,2013

eputy Clerk

This document approved as to form

and logal sufficiency.

By: YMM///S

Title:

Date:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-4058

Public Hearings 9

**BCC Regular Meeting** 

Meeting Date:

04/18/2013

Issue:

FY 12/13 Federal Transit Administration (FTA) 5307 Grant Application

by ECAT for Mass Transit Project Funding

From:

Joy D. Blackmon, P.E.

Organization:

Public Works

CAO Approval:

### RECOMMENDATION:

5:31 p.m. Public Hearing concerning the Fiscal Year 12/13 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Fiscal Year 12/13 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$1,444,671 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM), using the authorized passwords for the Chairman and the County Administrator, where necessary.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

### **BACKGROUND:**

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

### PROGRAM OF PROJECTS

The Project budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application follows:

Items	Project Co.		
Preventative Maintenance	\$809,199		
ADA	\$144,467		
Project Administration	\$ 50,000		
Other Capital Expenditures	\$441,005		
Total Budget	\$1,444,671		

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

### BUDGETARY IMPACT:

The FY 12/13 Capital Grant Application has been included in the approved FY 12/13 County Budget.

### LEGAL CONSIDERATIONS/SIGN-OFF:

The required Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on March 22, 2013.

#### PERSONNEL:

No additional personnel will be required by ECAT.

#### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

### IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, and Transportation and Traffic Operations for all necessary funding activities covered by this grant application.

	Attachments	
Grant Application		
Resolution		

U.S. Department of Transportation **Federal Transit Administration** 

### **Application**

Recipient ID:	1092	
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS	
Project ID:	FL-90-X000	
Budget Number:	1 - Budget Pending Approval	
Project Information:	FY2013 CAPITAL PROJECTS FUNDING INC	

### Part 1: Recipient Information

Project Number:	FL-90-X000
Recipient ID:	1092
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591
Telephone:	(850) 595-3228
Facsimile:	(850) 595-3222

### **Union Information**

Recipient ID:	1092
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1:	3300 North Pace Boulevard
Address 2:	Suite 326
City:	Pensacola, FL 32505
Contact Name:	Mike Lowery
Telephone:	(850) 341-4068
Facsimile:	(850) 433-0596
E-mail:	atu1395@aol.com
Website:	

### Part 2: Project Information

Project Type: Grant	Gross Project	\$1,444,671	
		Cost	\$1,444,071

Project Number:	FL-90-X000			
Project Description:	FY2013 CAPITAL PROJECTS FUNDING INC			
Recipient Type:	County Agency			
FTA Project Mgr:	Tajsha Lashore 404-865- 5606			
Recipient Contact:	Kim Hansen 850-595-3228 ext. 217			
New/Amendment:	New			
Amend Reason:	Initial Application			
Fed Dom Asst. #:	20507			
Sec. of Statute:	5307-2			
State Appl. ID:	n/a			
Start/End Date:	A			
Recvd. By State:				
EO 12372 Rev:	Not Applicable			
Review Date:	None Specified			
Planning Grant?:	NO			
Program Date (STIP/UPWP/FTA Prm Plan) :	Apr. 02, 2013			
Program Page:	928			
Application Type:	Electronic			
Supp. Agreement?:	Yes			
Debt. Deling. Details:				

Adjustment Amt:	\$0
Total Eligible Cost:	\$1,444,671
Total FTA Amt:	\$1,444,671
Total State Amt:	\$0
Total Local Amt:	\$0
Other Federal Amt:	\$0
Special Cond Amt:	\$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	Yes
Fed. Debt Authority?:	No
Final Budget?:	No

### **Urbanized Areas**

UZA ID	UZA Name	
129570	PENSACOLA, FL-AL	7.

### Congressional Districts

State ID	District Code	District Official	
12	1	Jeff Miller	

### **Project Details**

Escambia County, FL requests FY2013 Capital Assistance using 5307 funds allocated in FY 2013. Requested funds total \$1,444,671.

Escambia will use these funds to purchase services and facility maintenance enhancement/renovation projects. Additionally, funds are requested for FY12 & FY13 Capital Preventive Maintenance costs, FY13 ADA Paratransit costs.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP Dated 11/06/2012, project 4222581 page 479.

### Earmarks

### No information found.

### Security

Yes - We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code

### Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	3	\$1,003,666.00	\$1,003,666.00
ACTIVITY			Je 30
11.7A.00 PREVENTIVE MAINTENANCE	4	\$809,199.00	\$809,199.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$144,467.00	\$144,467.00
11.79.00 PROJECT ADMINISTRATION	1	\$50,000.00	\$50,000.00
SCOPE			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$15,000.00	\$15,000.00
ACTIVITY			
11.34.20 REHAB/RENOVATE - MISC BUS STATION EQUIPMENT	0	\$15,000.00	\$15,000.00
SCOPE			
114-00 BUS: SUPPORT EQUIP AND	0	\$15,000.00	\$15,000.00

FACILITIES			
ACTIVITY			
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	0	\$15,000.00	\$15,000.00
SCOPE			
111-00 BUS - ROLLING STOCK	1	\$411,005.00	\$411,005.00
ACTIVITY			
11.12.02 BUY REPLACEMENT 35-FT BUS		\$411,005.00	\$411,005.00
	Estimated To	tal Eligible Cost:	\$1,444,671.00
		Federal Share:	\$1,444,671.00
		Local Share:	- \$0:00

### RESOLUTION NUMBER R2013-

RESOLUTION BOARD OF OF THE COUNTY COUNTY, OF COMMISSIONERS ESCAMBIA FLORIDA. AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSPORTATION ASSISTANCE: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12/13) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

<u>SECTION 5.</u> That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

<u>SECTION 6.</u> That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

<u>SECTION 7.</u> That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12/13) on behalf of Escambia County.

<u>SECTION 8.</u> That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

A	DOPTED this _	day of	2013.	
			BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA	
			By: Gene M. Valentino, Chairman	
ATTEST	Pam Childers Clerk of the Ci	rcuit Court		7
	By: Deputy Clerk			
(SEAL)				

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and log	al suf	ficien	cy. //	1	7
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Title:	1 +	CA	_/		
Date: _	3	02	113		
	1				

### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

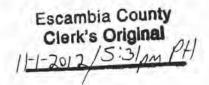
### REGULAR BCC AGENDA - Continued

### 10. 5:31 p.m. Public Hearing

Motion made by Commissioner White, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning the Fiscal Year 2012 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding; FTA guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects; effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System:

- A. Approving to conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$2,939,734 in Federal assistance on mass transit projects;
- B. Approving the Grant Application;
- C. Adopting the Resolution (R2012-152) authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorizing the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management (TEAM) System, using the authorized passwords for the Chairman and the County Administrator, where necessary.

Speaker(s) - None.



### RESOLUTION NUMBER R2012-152

RESOLUTION COUNTY OF THE BOARD OF **ESCAMBIA** COMMISSIONERS OF COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT TRANSPORTATION OF FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

**SECTION 1.** That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

<u>SECTION 3.</u> That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

**SECTION 4.** That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

<u>SECTION 5.</u> That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

**SECTION 6.** That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

<u>SECTION 7.</u> That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12) on behalf of Escambia County.

<u>SECTION 8.</u> That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 1st day of November 2012.

BOARD OF COUNTY COMMISSIONERS

Wilson B. Robertson, Chairman

ESCAMBIA COUNTY, FLORIDA

ATTEST: ERNIE LEE MAGAHA

Clerk of the Circuit Court

Deputy Clerk

**Date Executed** 

November 1, 2012

SEAL)

This document approved as to form and legal sufficiency.

By:

Title:

Date:



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-3284 Public Hearings 10.

**BCC Regular Meeting** 

Meeting Date: 11/01/2012

Issue: FY 2012 Federal Transit Administration (FTA) 5307 Grant Application

by ECAT for Mass Transit Project Funding

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval: Lay M.

### RECOMMENDATION:

5:31 p.m. Public Hearing concerning the Fiscal Year 2012 Federal Transit Administration 5307 Grant Application by ECAT for mass transit project funding.

Recommendation: That the Board take the following action concerning the Fiscal Year 2012 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

- A. Conduct the Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$2,939,734 in Federal assistance on mass transit projects;
- B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;
- C. Adopt the Resolution authorizing the Chairman or County Administrator to execute all appropriate documents for the processing and receipt of Federal funds from the FTA regarding this Grant; and
- D. Authorize the ECAT General Manager to file the Grant Application and Grant Award Execution via the Federal Transportation Electronic Award and Management System (TEAM), using the authorized passwords for the Chairman and the County Administrator, where necessary.

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

### BACKGROUND:

Federal Transit Administration (FTA) guidelines require that all applications for financial assistance from FTA be submitted after a Public Hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 1998, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the TEAM System.

### PROGRAM OF PROJECTS

The Project budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this grant application follows:

Items	Project Cost	
Preventative Maintenance	\$1,664,330	
ADA	\$ 293,973	
Project Administration	\$ 100,000	
Other Capital Expenditures	\$ 881,431	
Total Budget	\$2,939,734	

This proposed Program of Projects, including any amendments, becomes the final Program of Projects when approved by the Board of County Commissioners after receiving comments at the scheduled public hearing.

#### BUDGETARY IMPACT:

The FY 2012 Capital Grant Application has been included in the approved FY 2012 County Budget.

### LEGAL CONSIDERATIONS/SIGN-OFF:

The required Certifications and Assurances have been filed electronically with the FTA. Kristin Hual, Assistant County Attorney, reviewed and approved the resolution as to form and legal sufficiency on September 20, 2012.

#### PERSONNEL:

No additional personnel will be required by ECAT.

### POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

### IMPLEMENTATION/COORDINATION:

ECAT personnel will electronically file all required documentation. ECAT staff will coordinate with FTA, FDOT, and Transportation and Traffic Operations for all necessary funding activities covered by this grant application.

Attachments

Resolution
FY 2012 FTA Grant Application

### RESOLUTION NUMBER R2012-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

SECTION 1. That the above recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY12) pursuant to Chapter 53 of Title VI of the Title 49, U.S. Code on behalf of Escambia County

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents

required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Electronic Award and Management (TEAM) system.

<u>SECTION 5.</u> That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

<u>SECTION 6.</u> That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

SECTION 7. That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY12) on behalf of Escambia County.

SECTION 8. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

AI	DOPTED this day of	2012.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		By:
ATTEST	ERNIE LEE MAGAHA	Wilson B. Robertson, Chairman
ATTEST.	Clerk of the Circuit Court	
	By:	
(SEAL)		

This document approved as to form and legal sufficiency.

By: Title:

Date:



### Application

Recipient ID:	1092		
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS		
Project ID:	FL-90-X812		
Budget Number:	1 - Budget Pending Approval		
Project Information:	FY2012 CAPITAL PROJECTS FUNDING INC		

### Part 1: Recipient Information

Project Number:	FL-90-X812	
Recipient ID:	1092	
Recipient Name:	ESCAMBIA CO BD OF COMMISSIONERS	
Address:	221 PALAFOX PLACE SUITE 400, PENSACOLA, FL 32502 1591	
Telephone:	(850) 595-3228	
Facsimile:	(850) 595-3222	

### **Union Information**

Recipient ID:	1092	
Union Name:	AMALGAMATED TRANSIT UNION, LOCAL 139	
Address 1:	3300 North Pace Boulevard	
Address 2:	Suite 326	
City:	Pensacola, FL 32505	
Contact Name:	Mike Lowery	
Telephone:	(850) 341-4068	
Facsimile:	(850) 433-0596	
E-mail:	atu1395@aol.com	
Website:		

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$2,939,734
	1		

Project Number:	FL-90-X812		
Project Description:	FY2012 CAPITAL PROJECTS FUNDING INC		
Recipient Type:	County Agency		
FTA Project Mgr:	Valencia Williams - 404-865- 5634		
Recipient Contact:	Kim Hansen 850-595-3228 ext. 217		
New/Amendment:	New		
Amend Reason:	Initial Application		
Fed Dom Asst. #:	20507		
Sec. of Statute:	5307-2		
State Appl. ID:	n/a		
Start/End Date:	Nov. 01, 2012 - Sep. 30, 2015		
Recvd. By State:			
EO 12372 Rev:	Not Applicable		
Review Date:	None Specified		
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan):	Aug. 02, 2012		
Program Page:	928		
Application Type:	Electronic		
Supp. Agreement?:	Yes		
Debt. Delinq. Details:			

Adjustment Amt:	\$0	
Total Eligible Cost:	\$2,939,734	
Total FTA Amt:	\$2,939,734	
Total State Amt:	\$0	
Total Local Amt:	\$0	
Other Federal Amt:	\$0	
Special Cond Amt:	\$0	
Special Condition:	None Specified	
S.C. Tgt. Date:	None Specified	
S.C. Eff. Date:	None Specified	
Est. Oblig Date:	None Specified	
Pre-Award Authority?:	Yes	
Fed. Debt Authority?:	No	
Final Budget?:	No	

### **Urbanized Areas**

UZA ID	UZA Name	
129570	PENSACOLA, FL-AL	

### **Congressional Districts**

State ID District Code		District Official	
12	1	Jeff Miller	

### Project Details

Escambia County, FL requests FY2012 Capital Assistance using 5307 funds allocated in FY 2012. Requested funds total \$2,939,734.

Escambia will use these funds to purchase services and facility maintenance enhancement/renovation projects. Additionally, funds are requested for FY12 & FY13 Capital Preventive Maintenance costs, FY12 ADA Paratransit

costs.

ADA Paratransit service is currently provided through a service contract with Pensacola Bay Transportation, the local Community Transportation Coordinator (CTC) designated by the TPO as a result of a competitive procurement in accordance with Chapter 427 of Florida Statutes.

ECAT employees are represented by Local 1395 of the Amalgamated Transit Union.

Projects are included in STIP 07/12/2011, project 4202771 page 969

### **Earmarks**

### No information found.

### Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

### Part 3: Budget

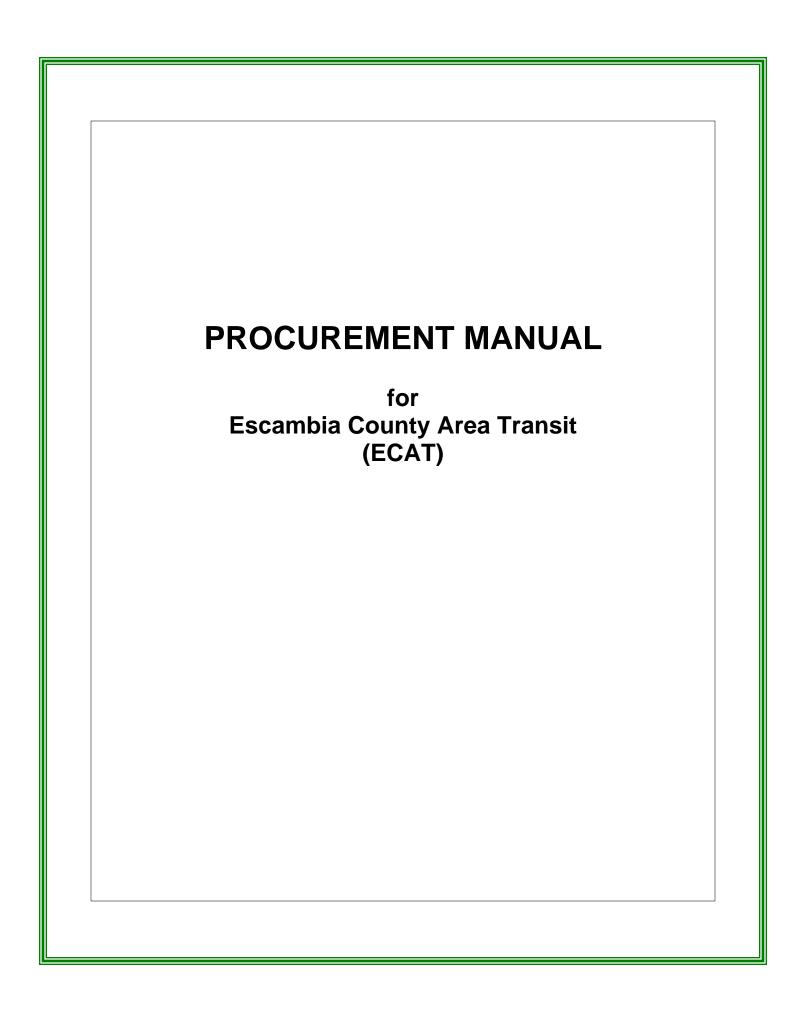
Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
111-00 BUS - ROLLING STOCK	2	\$395,000.00	\$395,000.00
ACTIVITY			
11.12.02 BUY REPLACEMENT 35-FT BUS	1	\$370,000.00	\$370,000.00
11.12.40 BUY ASSOC CAP MAINT ITEMS	1	\$25,000.00	\$25,000.00
SCOPE			
113-00 BUS - STATION/STOPS/TERMINALS	0	\$30,000.00	\$30,000.00
ACTIVITY			
11.34.20 REHAB/RENOVATE - MISC BUS STATION EQUIPMENT	0	\$30,000.00	\$30,000.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	4	\$2,068,303.00	\$2,068,303.00
ACTIVITY			
11.7A.00 PREVENTIVE	1	\$1,664,330.00	\$1,664,330.00

MAINTENANCE			
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$293,973.00	\$293,973.0
11.7D.02 EMPLOYEE EDUCATION/TRAINING	1	\$10,000.00	\$10,000.0
11.79.00 PROJECT ADMINISTRATION	1	\$100,000.00	\$100,000.0
SCOPE			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	0	\$446,431.00	\$446,431.0
ACTIVITY			
11.42.11 ACQUIRE - SUPPORT VEHICLES	0	\$40,000.00	\$40,000.00
11.44.03 REHAB/RENOVATE - ADMIN/MAINT FACILITY	0	\$122,000.00	\$122,000.0
11.92.08 PURCHASE SIGNAGE	0	\$10,000.00	\$10,000.00
11.42.09 ACQUIRE - MOBILE SURV/SECURITY EQUIP	0	\$31,431.00	\$31,431.00
11.42.10 ACQUIRE - MOBILE FARE COLL EQUIP	0	\$30,000.00	\$30,000.00
44.23.01 LONGTERM TRANS PLAN - SYSTEM LEVEL	0	\$150,000.00	\$150,000.00
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$63,000.00	\$63,000.00
	Estimated Tol	al Eligible Cost:	\$2,939,734.00
		Federal Share:	\$2,939,734.00
		Local Share:	\$0.00

# **ECAT Fleet of Vehicles**

MFG YR	MAKE	Fleet #	Model	Туре	Vin.#	Lic.#	Lic. State	Passenger Capacity	Life Miles	Status
BEACH TRO										
Escambia	2002	105	Supreme	Trolley	4UZAAUBV12CK13909	207853	FL	32	114176	Active
Escambia Escambia	2002	106 107	Supreme Supreme	Trolley Trolley	4UZAAUBVX2CK13911 4UZAAUBV82CK13910	207855 207854	FL FL	32 32	128098 123031	Active Active
LSCAITIDIA	2002	107	Supreme	Trolley	402AA0BV02CK13910	207034	- 1	32	123031	Active
<b>UWF TROLL</b>	EY.									
Escambia	1996	1967	Freightliner	Trolley	4UZABFAD1TC74960	151669	FL	24	99330	Active
Escambia	1996	1968	Freightliner	Trolley	4UZABFAD1TC742961	151668	FL	24	61522	Active
Escambia	1996 1996	2003 2004	Freightliner	Trolley	4UZZ69M2XT2308013	72723	FL FL	22 22	225846	Active
Escambia	1990	2004	Freightliner	Trolley	4UZZ69M2XT2308318	72724	FL	22	203493	Active
<b>ECAT BUSE</b>	S									
Escambia	1996	9613	Gillig	30/96TBM11	15GCA2113T1087428	72702	FL	29	384737	Active
Escambia	1996	9614	Gillig	30/96TBM11	15GCA2115T1087429	151671	FL	29	416139	TBD
Escambia Escambia	1996 1996	9615 9616	Gillig Gillig	30/96TBM11 30/96TBM11	15GCA2111T1087430 15GCA2113T1087431	72703 151672	FL FL	29 29	387106 397935	TBD Active
Escambia	1996	9617	Gillig	30/96TBM11	15GCA2115T1087431	72701	FL	29	376562	TBD
Escambia	1996	9618	Gillig	30/96TBM11	15GCA2110T1087113	151674	FL	29	367527	TBD
Escambia	1996	9619	Gillig	30/96TBM11	15GCA2112T1087114	72704	FL	29	455444	Active
Escambia	1996	9620	Gillig	30/96TBM11	15GCA2114T1087115	151673	FL	29	413323	Active
Escambia	1998	9823	Gillig	M11-T30-96	15GCA211W1088846	126225	FL	29	486961	Active
Escambia	1998	9824	Gillig	M11-T30-96	15GCA2110W1088847	126226	FL	29	442271	Active
Escambia Escambia	1998 1999	9825 9926	Gillig Gillig	M11-T30-96 PHANTOM	15GCA2112W1088848 15GCB2112X1089299	126227 164320	FL FL	29 35	497599 446272	Active Active
Escambia	1999	9927	Gillig	PHANTOM	15GCB2115X1089300	164321	FL	35	469572	Active
Escambia	1999	9928	Gillig	PHANTOM	15GCB2117X1089301	164322	FL	35	425139	Active
Escambia	1999	9929	Gillig	PHANTOM	15GCB2119X1089302	164323	FL	35	510976	Active
Escambia	1999	9930	Gillig	PHANTOM	15GCB2110X1089303	V485975	FL	35	429798	SCRAP
Escambia	2006	0631	Gillig	G29E102R2	15GGE291161090830	TA0402	FL	28	388726	Active
Escambia Escambia	2006	0632 0633	Gillig Gillig	G29E102R2 G29E102R2	15GGE291361090831 15GGE291561090832	TA0403 TA0404	FL FL	28 28	373881 367757	Active Active
Escambia	2006	0634	Gillig	G29E102R2 G29E102R2	15GGE291761090833	TA0404	FL	28	385973	Active
Escambia	2006	0635	Gillig	G29E102R2	15GGE291961090834	TA0408	FL	28	390912	Active
Escambia	2006	0636	Gillig	G29E102R2	15GGE291061090835	TA0409	FL	28	383329	Active
Escambia	2007	0737	Gillig	G29E102R2	15GGE291171091282	TA4420	FL	28	339200	Active
Escambia	2007	0738	Gillig	G29E102R2	15GGE291371091283	TA4427	FL	28	350921	Active
Escambia Escambia	2007	0739 0740	Gillig Gillig	G29E102R2 G29E102R2	15GGE291571091284 15GGE291771091285	TA4428 TA4429	FL FL	28 28	340411 339150	Active Active
Escambia	2007	0740	Gillig	G29E102R2	15GGE291771091286	TA4423	FL	28	339130	SCRAP
Escambia	2007	0742	Gillig	G29E102R2	15GGE291071091287	TA4434	FL	28	353907	Active
Escambia	2010	1043	Gillig	G27E102N2	15GGE2710A1092080	161563	FL	28	163182	Active
Escambia	2010	1044	Gillig	G27E102N2	15GGE2710A1092081	214390	FL	28	174332	Active
Escambia	2010	1045	Gillig	G27E102N2	15GGE2710A1092082	164300	FL	28	160376	Active
Escambia Escambia	2010	1046 1047	Gillig Gillig	G27E102N2 G27E102N2	15GGE2710A1092083 15GGE2710A1092084	160297 164294	FL FL	28 28	170538 145555	Active Active
Escambia	2010	1048	Gillig	G27E102N2	15GGE2710A1092085	164299	FL	28	137832	Active
Escambia	2010	1049	Gillig	G27E102N2	15GGE2710A1092086	164298	FL	28	149635	Active
Escambia	2010	1050	Gillig	G27E102N2	15GGE2710A1092087	164297	FL	28	114176	Active
Escambia	2010	1051	Gillig	G27E102N2	15GGE2710A1092088	164290	FL_	28	149176	Active
Escambia	2010	1052	Gillig	G27E102N2	15GGE2710A1092089	TA4433	FL	28	179601	Active
Escambia Escambia	2009	1001 1002	GMC GMC	C4500 C4500	1GBE4V1929F413105 1GBE4V1959F413096	158493 158494	FL FL	18 18	167697 107567	Active Active
Locambia	2003	1002	JIVIO	O-1000	10021110001410000	100704		10	101001	7101176
SERVICE VE	HICLES									
Escambia	1999	UNIT 11	Dodge	CARAVAN	2B4FP2539WR750979	161497	FL	9	180048	Disposed
Escambia	2000	UNIT 12	Dodge	B3500	2B6LB31Z0YK179712	195238	FL	10	146381	Disposed
Escambia Escambia	2000	UNIT 14 UNIT 15	Dodge Dodge	B3500 B3500	2B6LB31Z2YK179713 2B6LB31Z4YK179714	195235 195237	FL FL	10 10	166825 104743	Disposed Disposed
Escambia	2000	UNIT 16	Ford	F250	1FDNF20F31ED78916	195237	FL	3	62369	Active
Escambia	2004	UNIT 3	Ford	F150	1FTPX12564NC07770	222022	FL	5	71138	Active
Escambia	1993	UNIT 6	Ford	F450 S/D	2FDLF47MOPCB38583	136204	FL	3	43943	Active
Escambia	2000	UNIT 1	Chevrolet	Silverado 1500	2GCEC19V3Y1360767	192140	FL	5	80164	Active
Escambia	2002	UNIT 17	Ford	F150	1FTRX17L52KD70151	207802	FL_	3	68361	Active
Escambia	2006	UNIT 18	Ford	Freestar	2FMZA51696BA63797	236789	FL EI	9	106732	Active
Escambia Escambia	2006	UNIT 19 UNIT 20	Chevrolet Chevrolet	Malibu Malibu	1G1ZS518X6F277594 1G1ZS51896F262035	240114 240113	FL FL	5 5	46942 40081	Active Active
Escambia	2013	UNIT 31	Dodge	Grand Caravan	2C4RDGBG2DR703674	196094	FL	7	12119	Active
Escambia	2013	UNIT 32	Dodge	Grand Caravan	2C4RDGBG4DR703675	TDOS	FL	7	11822	Active
Escambia Escambia	2012	UNIT 33S UNIT 34S	VPG VPG	MV-1 MV-1	523MF1B63CM101211 523MF1B65CM101422	TB8579 TB8578	FL FL	4 + 2 W/C 4 + 2 W/C	5044 4609	Active Active
Localibia	2012	31111 070		141.4	SZSIVII IDOSOIVITO 14ZZ	120010		Z VV/O	1000	7100140



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# I Purpose and Introduction

a) Objective – The purpose of this procurement and management manual is to define the basic policies and procedures that govern the procurement of supplies, equipment and services, including construction services, by Escambia County Area Transit. Escambia County Area Transit is the designated recipient of state and federal funds for public transportation in the Escambia County urbanized area. Procurements made by ECAT and funded in whole or in part by federal and state funds must comply with federal and state requirements. This manual is to specify policy for all Escambia County Area Transit staff, subgrantees and third-party contractors/vendors involved in the procurement process.

# II General Procurement Policy/Standards

- a) General Policies Escambia County Area Transit staff is responsible for ensuring that procurement procedures comply with applicable state and local laws and regulations as well as applicable Federal laws. If Florida state law related to the procurement is more restrictive than the applicable federal law, the state law will be applied. All purchases are initiated by a procurement request and a purchase order. See Attachment 1. Specific requirements are applicable to specific procurements, which are indicated by required Federal clauses, which must be listed on each purchase order.
- b) Responsibilities Procurements are made either directly by Escambia County Area Transit staff or indirectly by sub-grantees and contractors/vendors. Escambia County Area Transit staff, sub-grantees and contractors/vendors are responsible for understanding and meeting procurement requirements and for keeping abreast of changes in FTA requirements through the FTA Third Party Procurement Update email subscription service. Escambia County Area Transit staff is responsible for monitoring procurements of the sub- grantees and contractors/vendors for compliance.

Escambia County Area Transit staff includes the General Manager, the Director of Finance, and the departmental managers. These individuals work together to meet the procurement compliance responsibilities. The General Manager serves as the Contracting Officer, the person with delegated authority to sign contracts and amendments on behalf of Escambia County Area Transit.

- c) **Contract Administration System -** Escambia County Area Transit staff will maintain a contract administration system that ensures that contractors/vendors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See Section VI below.
- d) Written Standards of Conduct Escambia County Area Transit staff will maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, agent, immediate family member, or Board member of Escambia County Area Transit will participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm or business selected for an award:
  - i) The employee, officer, agent, or Board member,
  - ii) Any member of his/her immediate family,
  - iii) His or her partner, or
  - iv) An organization that employs, or is about to employ, any of the above.

See Attachment 2 – Escambia County Area Transit employee code of conduct.

#### III Best Practices

a) Ensuring Most Efficient and Economic Purchase – Proposed procurements must be reviewed by Escambia County Area Transit staff to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives to determine the most economical approach.

Additionally, to ensure sufficient procurement planning and forecasting, consider establishing contractual relationships with suppliers and obtaining bids on repetitive purchase items; for example, parts or shelter repairs, to ensure competitive pricing based upon economies of scale. Grouping and bidding these purchases will ensure favorable pricing based on economies of scale. Creating blanket agreements will lead to a decrease in prices and an increase in efficiency.

# b) Intergovernmental Procurement Agreements

- i) Escambia County Area Transit staff will utilize available state and local intergovernmental agreements for procurement or use of common supplies, equipment and services. When doing so, ECAT staff must ensure all federal requirements, required clauses, and certifications (including Buy America pre-award and post-award certifications) are properly included, followed and documented whether in the master intergovernmental contract or in the purchase order.
- ii) Escambia County Area Transit staff will jointly procure supplies, equipment and services with other grantees. When doing so, ECAT staff must ensure all federal requirements, required clauses, and certifications are properly followed and included in the resulting joint solicitation and contract documents.
- iii) Escambia County Area Transit staff may assign existing contract rights to purchase supplies, equipment, or services (piggybacking); however, staff must ensure the original contract contains an assignability clause and verify that the terms and conditions of the contract meet FTA requirements. See Appendix L.

A tag-on is defined as the adding on to the contracted quantities (base and option) as originally advertised, competed and awarded, whether for the use of the buyer or for others, and then treating the add-on portion as though it met the requirements of competition. Tag-ons are not permitted.

- c) Use of Excess Or Surplus Federal Property Escambia County Area Transit staff will use Federal excess and surplus property in lieu of purchasing new equipment and property, whenever such use is feasible and reduces project costs.
- d) Use of Value Engineering in Construction Contracts. Escambia County Area Transit staff will use value-engineering clauses in contracts for construction projects. Value Engineering (VE) is the systematic, multi-disciplined approach designed to optimize the value of each dollar spent. To accomplish this goal, a team of architects/engineers identifies, analyzes, and establishes a value for a function of an item or system. The objective of VE is to satisfy the required function at the lowest total costs (capital, operating, and maintenance) over the life of a project consistent with the requirements of performance, reliability, maintainability, safety, and esthetics.

#### IV Competition

- a) Full and Open Competition All procurement transactions will be conducted in a manner providing full and open competition. Some situations considered to be restrictive of competition include, but are not limited to:
  - i) Unreasonable requirements placed on companies in order for them to qualify to do business;
  - ii) Unnecessary experience and excessive bonding requirements;
  - iii) Noncompetitive pricing practices between firms or between affiliated companies;

- iv) Noncompetitive awards to any person or firm on retainer contracts;
- v) Organizational conflicts of interest An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered.
- b) Prohibition Against Geographic Preferences Escambia County Area Transit staff will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

#### c) Written Procurement Selection Procedures -

- Escambia County Area Transit staff will incorporate a clear and accurate description of the technical requirements for the material, product, or service needed into the procurement process.
   The description will not, in competitive procurements, contain features that unduly restrict competition.
- ii) When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, Escambia County Area Transit staff will use a "brand name or equal" description to define the characteristics of procurement. The specific features of the named brand, which must be met by Offerors, will be clearly stated.
- iii) Escambia County Area Transit staff will identify all requirements that must be fulfilled and all other factors to be used in evaluating bids or proposals.
- d) Pre-qualification Criteria Escambia County Area Transit staff will ensure that all lists of pre-qualified persons, firms, or products that are used in acquiring supplies, equipment and services are current and include enough qualified sources to ensure maximum full and open competition. Also, Escambia County Area Transit staff shall not preclude potential bidders from qualifying during the solicitation period, which is from the issuance of the solicitation to its closing date.
- e) **Disadvantaged Business Enterprises (DBE)** Escambia County Area Transit has adopted a DBE Program as required by 49 CFR Part 26. The DBE Program sets goals for DBE participation in federally funded contracts, monitors these contracts to determine DBE participation, and reports DBE participation to the FTA. Escambia County Area Transit informs its contractors of these goals and monitors DBE participation by subcontractors. See Attachment 3 for the Escambia County DBE Program. See also <a href="https://www.fhwa.dot.gov/hep/49cfr26.htm">www.fhwa.dot.gov/hep/49cfr26.htm</a>.
- f) **Buy America -** The "Buy America" law states that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States. (Unless FTA has granted a waiver, or the product is subject to a general waiver.) Rolling stock must have sixty percent domestic content and final assembly must take place in the United States. For waiver information regarding small purchases, see <a href="http://www.fta.dot.gov/laws/leg\_reg\_578.html">http://www.fta.dot.gov/laws/leg\_reg\_578.html</a>.
  - Note however, that the "Buy America" waiver does not apply to products purchased with American Recovery and Reinvestment Act (ARRA) grant funds. All products purchased with ARRA grant funds must be produced in the United States as required by the "Buy America" law.
- g) Suspension/Debarment Federal agencies use the government-wide non-procurement debarment and suspension system to exclude from Federal programs persons who are not presently responsible. ECAT staff is required to ensure to the best of their knowledge and belief that none of the their principals, sub recipients, and third-party contractors/vendors and subcontractors is debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. See 49 CFR Part 29. Staff is required to review the System for Award Management (SAM)

https://www.sam.gov/portal/public/SAM before entering into and third party contracts and print the screen with the results of the search to include in the grant or procurement file.

## V Acquisition Planning and Documentation

- a) Initiation of Procurement ECAT staff will meet annually to develop the "Program of Projects" for the FTA grant applications to be submitted prior to the October 1<sup>st</sup> quarterly deadline. Projects included will be consistent with the adopted Transit Development Plan (TDP) and Transportation Improvement Program (TIP). The project development effort will include identifying:
  - i) Activity line item description, including complete, clear, accurate, and unambiguous specifications
  - ii) Estimate of cost
  - iii) Method of purchase
  - iv) Preliminary vendor list
  - v) Proposed delivery schedule
    - (1) RFP IFP
    - (2) Contract award
    - (3) Contract complete
  - vi) All procurements require an independent cost estimate (see ii above) and a cost or price analysis.

ECAT staff must use the following Procurement Flow Chart in preparing Purchase Orders:

#### **Procurement Flow Chart**

- •Document reason for procurement on Procurement Summary (Appendix A)
- •Complete Procurement Decision Matrix (Appendix B)
- •Complete Independent Cost Estimate (Appendix C) and document on Procurement Summary
- •Obtain at least three quotes. If sole source, complete Sole Source Justification Form (Appendix F)
- •Complete the Fair and Reasonable Price Determination (Appendix D)
- Complete Procurement Request form for approval
- •Review Contract Clause Matrix (Appendix E) and add appropriate federal clauses for micro, small, or large purchases
- Complete Procurement Summary
- •Submit Purchase Order for approval

### b) Procurement Methods

- Procurement by Micro-Purchase \$ 3,000 or less
- Procurement by Small Purchase Procedures more than \$ 3,000 but not more than \$ 100,000
- Procurement by Sealed Bids/Invitation for Bid (IFB) over \$ 100,000
- Procurement by Competitive Proposal/Request for Proposals (RFP) over \$ 100,000
  - i) **Procurement by Micro-Purchases** Micro-purchases are those purchases under \$ 3,000. Purchases below \$ 3,000 may be made without obtaining competitive quotations if the price to be paid is fair and reasonable. The method of determining how the price is fair and reasonable must be documented on the Fair and Reasonable Price Determination Form (Appendix C). There should be equitable distribution among qualified suppliers and no splitting of procurements to avoid the requirements for competition above the micro-purchase threshold. The Davis-Bacon Act applies to wages in construction contracts between \$ 2,000 and \$ 3,000.

(See <a href="http://www.gpo.gov/davisbacon/referencemat.html">http://www.gpo.gov/davisbacon/referencemat.html</a>)

ii) **Procurement by Small Purchase Procedures** - Purchases which meet or exceed \$ 3,000, but are less than or equal to the threshold for Category Two of \$ 100,000 may be made using written quotations, written records of telephone quotations, or informal bids to be opened upon receipt, whenever practical. If small purchase procedures are used, price or rate quotations will be obtained from at least three qualified sources.

- iii) **Procurement By Sealed Bids/Invitation For Bid (IFB)** All purchases in excess of the threshold amount for Category Two or \$ 100,000 require formal competitive solicitations, per State law (Chapter 287, F.S.) Bids are publicly solicited and the award is made to the lowest (best price), responsive (meets all specifications), and responsible (is qualified to perform the work) bidder. See Attachment 4.
- Procurement By Competitive Proposal/Request for Proposals (RFP) –This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. Either a fixed price or cost reimbursement type contract is awarded. The process used is defined in the "Florida Consultants Competitive Negotiation Act (Chapter 287, F.S.) below: "Request for proposals" means a written solicitation for competitive sealed proposals. Proposals are publicly solicited from an adequate number of sources and the award is made to the firm whose offer is most advantageous to the grantee. Escambia County Area Transit staff must identify their evaluation factors and indicate the relative importance that each has towards the award. See Attachment 5.
- v) Procurement Of Architectural and Engineering Services (A&E) Architectural and Engineering services (including Design-Build procurements) must be procured using a qualifications-based process. Price must not be considered during the selection phase in these procurements. Firms are selected based only on their qualifications. Price is then negotiated with the most qualified firm. Services subject to this requirement are program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services. See Attachment 6.
- Procurement By Noncompetitive Proposals (Sole Source) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. Sole-source, single-bid and brand name or equal awards can be used only with appropriate documentation. In the case of a sole-source award, the documentation should be a sole-source justification, which includes a cost analysis. With a single-bid, the documentation should include a cost analysis, as well as an explanation as to why a single bid was obtained. For brand name or equal awards, the procurement specification should list the product's salient or unique characteristics and allow an equal product to be offered. A contract change or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with procurement procedures. See Attachment 7.
- vii) **Options** ECAT staff may include options in contracts. An option is a unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. If ECAT staff chooses to use options, there are specific requirements. See Attachment 8.
- c) Written Record of Procurement History/File Retention Escambia County Area Transit staff will maintain records of all official correspondence relating to the administration of purchase orders or contracts. The FTA Master Agreement requires grantees to maintain records for three years following project completion and the date of final payment. However, records on equipment purchases for \$5000 or over must be kept for the life of the asset.

At a minimum, these records will include:

- i) The rationale for the procurement method,
- ii) Selection of contract type,
- iii) Reasons for contractor selection or rejection, and
- iv) The basis for the contract price.
- d) **Monitoring of FTA-funded Procurements** One of the principles of contracting with Federal funds received directly or indirectly from FTA is a recognition that, as a condition of receiving the funds, certain specific Federal requirements must be met not only by the recipient of the funds (Escambia County Area

Transit) but also by sub grantees and Escambia County Area Transit's third party contractors/vendors. The Federal requirements to be met by Escambia County Area Transit's third party contractors/vendors or sub-grantees will be defined by the clauses included in its third party contracts. Compliance with Federal requirements is a condition of receipt of Federal funds. Failure to comply with these provisions may, in accordance with the terms of a Grant or Cooperative Agreement, be grounds for default of that agreement and result in the loss of the funds.

The FTA Circular requires that a current but not all inclusive and comprehensive list of statutory and regulatory requirements applicable to procurements (such as Davis Bacon Act, Disadvantaged Business Enterprise, Clean Air, and Buy America) be contained in the FTA Master Agreement; and grantees are responsible for evaluating these requirements for relevance and applicability to each procurement.

Federal clauses are to be flowed down to sub-contractors and third parties. The flow down requirements are applicable not only to contracts, but to Purchase Orders as well. Refer to the Contract Clause Matrix, Appendix L for the appropriate clauses for each purchase.

All procurement requests made directly by the designated recipient originate with ECAT staff. The Office Manager prepares these procurements and is responsible for ensuring that these procurements comply with FTA requirements. The Director of Finance reviews the contracts and purchase orders and obtains approvals. Two signatures are required for approval. The Director of Finance and General Manager approves all procurements and is responsible for monitoring compliance. The approved purchase order is sent to the vendor and to accounting and a copy is put in the files.

Since Escambia County Area Transit contracts for the operation of public transportation in Escambia County, the contractor(s) are, indirectly, making procurements using federal funds. All contractor procurements must comply with federal requirements. The Director of Finance is responsible for monitoring sub-grantee and contractor procurements to ensure they comply with federal requirements. There must be documentation that the monitoring has taken place. See Attachment 9.

- e) Written Protest Procedures Escambia County Area Transit staff will have written protest procedures to handle and resolve disputes relating to their procurements and will in all instances disclose information regarding protests to FTA. A protester must exhaust all administrative remedies with ECAT before pursuing a protest with FTA. Bidders or proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract may make protests. Escambia County Area Transit will consider all protests in a timely manner regarding the award of a contract whether submitted before or after an award. All protests are to be submitted in writing. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. See Attachment 10.
- f) Contract Term Limitation ECAT staff cannot enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. Once a contract has been awarded, an extension of the contract term length that amounts to an out of scope change will require a sole source justification.
- determination that the price is fair and reasonable. The extent of the analysis depends on the value and nature of the contract. For small purchases under \$15,000 that are sole sourced, it would depend on the nature of the product or service. For example, if the procurement was for standard commercial items sold in substantial quantities to the general public, then a price analysis would be sufficient. If the procurement were for services, then some breakdown of the price would be required to determine that the labor hours, rates, profit, etc., were reasonable. For micro-purchases, staff needs to make a determination that the price is reasonable, but that can be based on the buyer's familiarity with the product or service, etc., and need not entail a cost breakdown or detailed analysis of cost elements. However, the method of determining how the price is fair and reasonable must be documented. ECAT Staff is directed to the following templates and forms provided in this manual for proper price determination and analysis: Independent Cost Estimate, Fair and Reasonable Price Determination, Sole Source Justification Form, Cost Analysis Form, Price Analysis, Procurement Summary, and Procurement Decision Matrix. See Appendices A, C, and E through I.

- h) **Bonding Requirement** Bonding is required for construction or facility improvement contracts or subcontracts exceeding \$100,000. Minimum criteria must be met. See Attachment 11.
- i) Payment Provisions in Third Party Contracts
  - i) Advance Payments FTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless pre-approval is obtained from FTA. Local matching funds can be used for advance payments. However, advance payments made with local funds before a grant has been awarded, or before the issuance of a letter of no prejudice or other pre-award authority, are ineligible for reimbursement.
  - ii) **Contract Payments -** Progress payments may be used provided the following requirements are followed:
    - (1) Progress payments are only made to the contractor for costs incurred in the performance of the contract.
    - (2) ECAT staff must obtain adequate security for progress payments. Adequate security may include taking title, letter of credit or equivalent means to protect Escambia County Area Transit's interest in the progress payment.
- j) Bus Testing When purchasing buses with funds obligated after September 30, 1989, ECAT staff must certify to FTA that any new bus model has been tested at the FRA-sponsored test facility in Altoona, Pennsylvania. A copy of the most recent list of models tested is available at the following web site: <a href="http://www.vss.psu.edu/BTRC/Reports/allbusses.pdf">http://www.vss.psu.edu/BTRC/Reports/allbusses.pdf</a>.

#### VI Contract Administration

- a) Project Management In most cases, the departmental manager will be the Project Manager. The Project Manager will be responsible for determining if work performed or products delivered conform to specifications or the scope of work included in the contract or purchase order. Conformance with specifications or scope will be the basis for payment of invoices submitted. If the project involves construction and will occur over an extended period of time, the departmental manager will also act as the Contracting Officer Technical Representative (COTR). In the case of construction, ECAT staff would be augmented by the use of a consultant as a Construction Manager.
- b) **Contract Award Announcement -** If Escambia County Area Transit staff announces contract awards with respect to any procurement having a combined value of \$500,000 or more, ECAT staff will:
  - i) Specify the amount of Federal funds that will be used to finance the acquisition in any announcement of the contract award and
  - ii) Express the amount as a percentage of the total costs of the planned acquisition.
- c) Davis Bacon Compliance The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a)

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Escambia County Area Transit, or its designee, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S.

Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

d) **Buy America -** The "Buy America" law states that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA funded projects are produced in the United States. (Unless FTA has granted a waiver, or the product is subject to a general waiver.) Rolling stock must have sixty percent domestic content and final assembly must take place in the United States. For waiver information regarding small purchases, see <a href="http://www.fta.dot.gov/laws/leg\_reg\_578.html">http://www.fta.dot.gov/laws/leg\_reg\_578.html</a>.

Note however, that the "Buy America" waiver does not apply to products purchased with American Recovery and Reinvestment Act (ARRA) grant funds. All products purchased with ARRA grant funds must be produced in the United States as required by the "Buy America" law.

- e) Contract Closeout Prior to the closeout of the ECAT contract with the FTA, ECAT's Director of Finance and General Manager will meet to confirm that all procurement and associated activities have been finalized. If the contract can be completed on schedule, the Director of Finance shall proceed with contract closure and final billings. If the contract cannot be completed as scheduled, the Director of Finance will notify FTA via the required Quarterly Progress Reports.
- f) Contract Termination The performance of work under a contract may be terminated in part or in whole when ECAT's General Manager in consultation with ECAT's legal counsel determines that such termination is in the best interests of Escambia County Area Transit. Contracts may be terminated for default (ex. The contractor has failed to perform in accordance with the terms of the contract) or convenience. The Director of Finance shall issue a "Notice of Termination" to the Contractor via Certified Mail, Return Receipt Requested. The Notice shall specify the reason for termination, the extent to which the performance of work is terminated and the date upon which termination becomes effective. After issuance of a Notice of Termination and pursuant to the Termination/Default section of the contract, settlement of claims shall be accomplished as soon as practicable to protect ECAT's interest and minimize its liability. This applies to all contracts in excess of \$10,000.
- g) Liquidated Damages Provisions Escambia County Area Transit staff may use liquidated damages if it may reasonably expect to suffer damages and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages will be at a specific rate per day for each day of overrun in contract time; and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.

h) Remedial Action – Contracts and subcontracts shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances where contractors/vendors violate or breach contract terms, including sanctions and penalties as may be appropriate. This rule is for all contracts in excess of the small purchase threshold.

#### **VIII.List of Attachments**

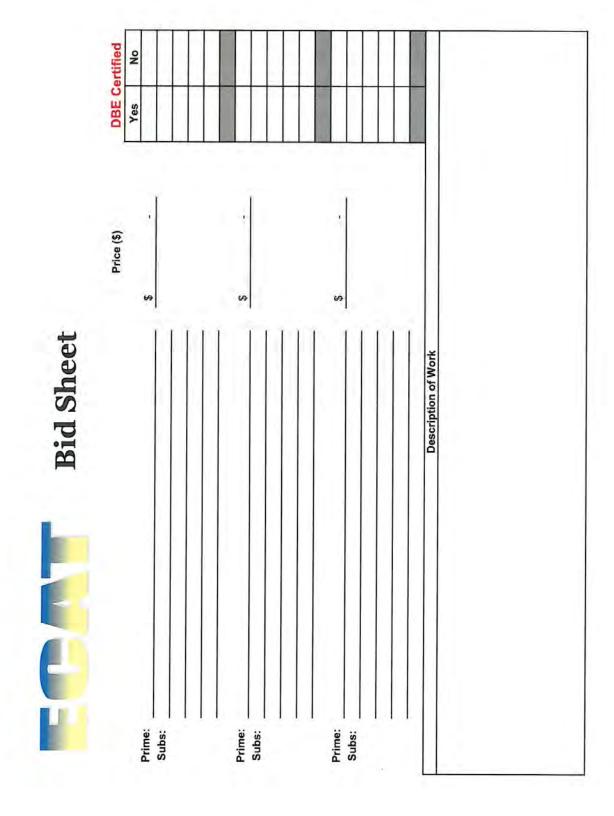
- 1. Sample Procurement Request and Purchase Order Forms
- 2. Escambia County Area Transit Employee Code Of Conduct
- 3. Escambia County Area Transit DBE Program
- 4. Procurement By Sealed Bids/Invitation For Bid (IFB)
- 5. Procurement By Competitive Proposal/Request for Proposals (RFP)
- 6. Procurement Of Architectural and Engineering Services (A&E)
- 7. Procurement By Noncompetitive Proposals (Sole Source)
- 8. Options
- 9. Monitoring Checklist
- 10. Written Protest Procedures
- 11.Bonding Requirements
- Appendix A Procurement Summary
- Appendix B Procurement Decision Matrix
- Appendix C Independent Cost Estimate
- Appendix D Fair and Reasonable Price Determination
- Appendix E Contract Clause Matrix
- Appendix F Sole Source Justification Form
- Appendix G Responsibility Determination Form
- Appendix H Statement of Work Template
- Appendix I Cost Analysis Form
- Appendix J Price Analysis
- Appendix K Change Order Review Checklist
- Appendix L Piggybacking Checklist
- Appendix M Contract Administration Planning Process

# **Attachment 1 – Sample Purchase Order Form**

# PROCUREMENT REQUEST



Requested By -		
Date -		
Date Needed By -		
Acquisition Desired -		
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Purpose / Justification -		
Acquisition Specifications -	Qty	Item
Source of Funds - 5	\$	
Enclosures / Attachments -		
Comments -		
Approvals -		
Department Head -		
Date -		
Grant Administrator -		
Date -		
Finance Director -		
Date -		
111		
General Manager -		
Date -	-	



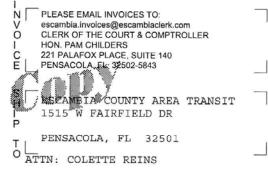
#### PAGE NO. 1

# BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V V0000103 E AUTOZONE INC N PO BOX 2198 D MEMPHIS TN 38103

# PURCHASE ORDER NO. 131082



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APPROVED BY

TAX ID 85-8013888011C-3 FED ID 59-6000-598

Original Purchase Order

# **ESCAMBIA COUNTY AREA TRANSIT CODE OF CONDUCT**

<u>Purpose</u> - Because it is imperative that officials and employees of Escambia County Area Transit maintain the highest possible standards of ethical conduct in their transaction of public business, such standards must be clearly defined and published. The following Code of Ethical Standards includes standards of the Federal Transit Administration.

Relationships - In all procurement matters relating to ECAT, no ECAT employee, official, or agent, including any member of an evaluation committee for a ECAT project, shall participate in the selection, award, or administration of a contract between ECAT and a private business if a conflict of interest, real or apparent, would be involved. Such a conflict would exist when an employee, officer, or agent of ECAT; any member of his/her immediate family; his or her partner; or an organization which employs, or is about to employ, any of the above; has a material financial or other interest in a firm selected for award of a contract.

Gifts and Gratuities - It is ECAT 's policy that no official or employee of ECAT shall seek or accept, directly or indirectly, any gift, service, favor, employment, engagement, compensation or economic opportunity from a contractor, potential contractor, or subcontractor which would tend improperly to influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her public duties.

No ECAT official or employee may use his or her position to secure or grant unwarranted privilege, preferences, exemptions, or advantages for himself or herself, any member of his or her immediate household, any business entity in which he or she has a financial interest, or any other person.

<u>Violations</u> - Violation of ECAT 's ethics policy by any employee shall subject the individual to disciplinary action up to and including discharge as determined by the General Manager of ECAT. Violation of this policy by contractors or their agents may be considered a breach of contract and shall subject such contractor or agent to action up to and including cancellation of contract and suspension and debarment from contracting with ECAT. Violation of this policy by bidders or potential contractors may be considered to make such bidder or proposer ineligible to bid or render a bid or proposal non-responsive.

Organizational Conflict of Interest - It shall be ECAT 's policy in soliciting and contracting for goods and services to prevent any real or apparent organizational conflicts of interest which could arise when the nature of work to be performed under a proposed contract would result in an unfair competitive advantage to the contractor in the award of future work. It shall not be a bid or proposal requirement that a prospective vendor or contractor have prior contracts with ECAT.



# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM ESCAMBIA COUNTY, FLORIDA

BY ESCAMBIA COUNTY AREA TRANSIT 1515 WEST FAIRFIELD DRIVE PENSACOLA, FLORIDA 32501 (850) 595-3228 X 217

Revised: March 26, 2013

#### POLICY STATEMENT

# Objectives/Policy Statement Section 26.1, 26.23

Escambia County Area Transit has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Escambia County Area Transit has received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance Escambia County Area Transit has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of Escambia County Area Transit to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT assisted contracts:
- To create a level playing field on which DBEs can compete fairly for DOTassisted contracts;
- 3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- 4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- 5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
- 6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Finance, Kim Hansen, has been designated as the DBE Liaison Officer. In that capacity, Mr. Hansen is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by Escambia County Area Transit in its financial assistance agreements with the Department of Transportation.

Escambia County Area Transit has disseminated this policy statement to the Board of County Commissioners of Escambia County and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts through legal notices published in local and national publications.

Mary Lou Franzoni, General Manager

Date

#### **SUBPART A – GENERAL REQUIREMENTS**

# Section 26.1, Objectives

The objectives are found in the policy statement on the first page of this program.

# Section 26.3 Applicability

Escambia County Area Transit is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

#### **Section 26.5 Definitions**

Escambia County Area Transit will adopt the definitions contained in Section 26.5 of Part 26 for this program.

# **Section 26.7 Non-discrimination Requirements**

Escambia County Area Transit will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, Escambia County Area Transit will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

#### **Section 26.11 Record Keeping Requirements**

Uniform Report of DBE Awards or Commitments and Payments: 26.11(a) Escambia County Area Transit will report DBE participation to the FTA using the Uniform Report of DBE Awards or Commitments and Payments actually made to DBE's.

Bidders List: 26.11(c)

Escambia County Area Transit will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following way: A survey of firms on a name/address list to get age/size information.

# **Section 26.13 Federal Financial Assistance Agreements**

# **Assurance: 26.13(a)**

Escambia County Area Transit shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and

failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Escambia County Area Transit of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

# **Contract Assurance: 26.13(b)**

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

# SUBPART B - ADMINISTATIVE REQUIREMENTS

# Section 26.21 DBE Program Updates

Since Escambia County Area Transit has received a grant of \$250,000 or more in FTA planning capital, and or operating assistance in a federal fiscal year we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide DOT with updates representing significant changes in the program.

# **Section 26.23 Policy Statement**

The Policy Statement is elaborated on first page of this program.

# Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Kim Hansen, 1515 West Fairfield Drive, Pensacola, Florida, 32501, 850-595-3228 ext. 217, <a href="mailto:khansen@co.escambia.fl.us">khansen@co.escambia.fl.us</a>

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that Escambia County Area Transit complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the General Manager, Mary Lou Franzoni concerning DBE program matters.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

- 1. Gathers and reports statistical data and other information as required by DOT.
- 2. Reviews third party contracts and purchase requisitions for compliance with this program.
- 3. Works with all departments to set overall annual goals.
- 4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
- 5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
- 6. Analyzes Escambia County Area Transit's progress toward attainment and identifies ways to improve progress.

- 7. Participates in pre-bid meetings.
- 8. Advises the General Manager on DBE matters and achievement.
- 9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
- 10. Plans and participates in DBE training seminars.
- 11. Acts as liaison to the Uniform Certification Process in Florida.
- 12. Provides outreach to DBEs and community organizations to advise them of opportunities.
- 13. Monitors the Uniform Certification Program directory on certified DBEs.

#### Section 26.27 DBE Financial Institutions

It is the policy of Escambia County Area Transit to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions:

Escambia County Area Transit will contact the Pensacola Chamber of Commerce and will also reevaluate the availability of DBE financial institutions Annually.

To date we have identified the following such institutions: N/A

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

# **Section 26.29 Prompt Payment Mechanisms**

Prompt Payment: 26.29 (a): Retainage: 26.29 (b)

Escambia County Area Transit will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Escambia County Area Transit. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Escambia County Area Transit. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the prompt payment provision will result in Escambia County Area Transit withholding all subsequent payment to the prime contractor until the contractor submits proof that compliance with the provision has been satisfactorily met.

Monitoring and Enforcement: 26.29 (d)

Escambia County Area Transit will establish a complaint process for any subcontractor that has not bee paid in a timely manner. Once the complaint is received, the County will conduct a review of the work status, payments made to the prime contractor, payments mad to the subcontractor, document compliance, and the allegations put for the by the complainant. A written response will be prepared and provided to the prime contractor and the subcontractor.

Escambia County will continue to monitor the situation. When the prime contractor submits final payment documentation, if the payment remains outstanding, the justification must be noted as an amendment to the assurance of satisfaction of all claims. If there is no amendment and the claim remains outstanding, the prime contractor will not receive final payment until satisfactory justification has been submitted.

All contractors and subcontractors must retain records of all payments, made or received, for 3 years from the date of the final payment and must be available for inspection, upon request, by any authorized representative of Escambia County.

Escambia County may perform random audits of contract payments to firms. The audits will review payment to all subcontractors to ensure that payment were made and that the actual amount paid to DBE subcontractors equal or exceed the dollar amounts stated in the contractor's final affidavit of DBE participation.

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. Other mechanisms, consistent with this part and applicable state and local law, may be utilized as needed to ensure that DBE's and other contractors are paid promptly.

# **Section 26.31 Directory**

Escambia County Area Transit uses the Uniform Certification Program (UCP) directory in identifying all eligible DBE firms. The (UCP) directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The State of Florida revises the UCP Directory at least annually. The UCP Directory is available at this website: https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp

#### Section 26.33 Over Concentration

Escambia County Area Transit has identified that over concentration does not exist in the types of work that DBE's perform. During January 2013, Escambia County Area Transit developed its DBE goal (Attachment 3). During this process it was identified that only 5 DBE's were available to perform the work in the areas where Escambia County Area Transit will be contracting work. We will perform a similar analysis every year going forward.

# **Section 26.35 Business Development Programs**

Escambia County Area Transit has not established a business development program. We will reevaluate the need for such a program on a yearly basis going forward.

# **Section 26.37 Monitoring and Enforcement Mechanisms**

Escambia County Area Transit will utilize the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

- 1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
- 2. We will consider similar action under our won legal authorities, including responsibility determinations in future contracts
- 3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by monitoring work through on-site interviews.
- 4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

# **Section 26.39 - Small Business Participation**

Escambia County Area Transit is committed to fair and open competition for contracting opportunities among all businesses, and will implement strategies to encourage small business participation in contracting opportunities no later than 9 months following FTA approval of Escambia County Area Transit's DBE program.

In order to facilitate competitions and encourage participation by small businesses, Escambia County Area Transit has adopted reasonable step to eliminate obstacles to participation by these entities. These steps include implementation of the following strategies:

- Escambia County Area Transit will un-bundle large contracts to make them more accessible to small businesses or will include language in the project RFP requiring prime contractors to specify elements of the contract that small businesses, including DBE's, can reasonably perform.
- When smaller contracts are being contracted, Escambia County Area Transit will send notice of such opportunities, to local small business development organizations such as the local Chamber of Commerce.

For the purpose of this provision, Escambia County Area Transit accepts the Small Business Administration's definition of a small business concern. In order to ensure that a firm is, in fact, a small business concern and to minimize fraud and abuse, Escambia County Area Transit will use the applicable trade standards as outlined in the U. S. Small Business Administrations web site at www.sba.gov.

# SUBPART C - GOALS, GOOD FAITH EFFORTS, AND COUNTING

#### Section 26.43 Set-asides or Quotas

Escambia County Area Transit does not use quotas in any way in the administration of this DBE program.

# **Section 26.45 Overall Goals**

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 3 to this program. This section of the program will be updated as required by the FTA and FDOT.

In accordance with Section 26.45(f) Escambia County Area Transit will submit its overall goal to DOT when determined by the operating administration. Before establishing the overall goal, Escambia County Area Transit will consult with the persons or groups including: Pensacola Area Chamber of Commerce and the City of Pensacola to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and Escambia County Area Transits efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at your principal office for 30 days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, we will issue this notice by June 1 of each year in the Pensacola News Journal. The notice will include addresses to which comments may be sent and addresses (including offices and web sites) where the proposal may be reviewed.

Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our overall goal on October 1 of each year, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

# Section 26.47 Goal Setting and Accountability

If the awards shown on Escambia County Area Transit's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

- 1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments; and
- 2. Establish specific steps and milestones to correct the problems identified in the analysis.
- 3. Retain the analysis and correction actions for 3 years and make it available to the Federal Transit Administration upon request for their review.

# **Section 26.49 Transit Vehicle Manufacturers Goals**

Escambia County Area Transit will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, Escambia County Area Transit may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

#### Section 26.51(d-g) Contract Goals

Escambia County Area Transit will meet the maximum feasible portion of its overall goal using raceneutral means of facilitating DBE participation. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will express our contract goals as a percentage of the Federal share of a DOT-assisted contract.

# Section 26.53 Good Faith Efforts Procedures

#### Award of Contracts with a DBE Contract Goal: 26.53(a)

In those instances where a contract-specific DBE goal is included in a procurement/solicitation, Escambia County Area Transit will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

# Evaluation of Good Faith Efforts: 26.53(a) & (c)

The following personnel are responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive: DBE Liaison Officer – Kim Hansen, 1515 West Fairfield Drive, Pensacola, Florida, 32501, 850-595-3228 ext. 217, khansen@co.escambia.fl.us.

The process used to determine whether good faith efforts have been made by a bidder is as follows: DBELO examines the documentary evidence provided by the bidder and determines whether or not the efforts made are consistent with examples of good faith efforts as found in Appendix A of 49 CFR Part 26, as follows:

The following is a list of types of actions, which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- **H.** Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs [Appendix A of 49 CFR Part 26]

# Information to be submitted: 26.53(b)

Escambia County Area Transport treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/Offerors to submit the following information:

- 1. The names and addresses of DBE firms that will participate in the contract;
- 2. A description of the work that each DBE will perform;
- 3. The dollar amount of the participation of each DBE firm participating;
- 4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
- 6. If the contract goal is not met, evidence of good faith efforts.

# Administrative Reconsideration: (26.53(d))

Within 15 days of being informed by Escambia County Area Transit that it is not *responsible* because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/Offerors should make this request in writing to the following reconsideration official: Mary Lou Franzoni, 1515 West Fairfield Drive, Pensacola, Florida, 32501, 850-595-3228 ext. 214, mlfranzoni@co.escambia.fl.us.

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appeal-able to the Department of Transpiration.

## Good Faith Efforts when a DBE is replaced on a contract: 26.53(f)

Escambia County Area Transit requires that prime contractors not terminate a DBE subcontractor listed on a bi/contract with a DBE contract goal without the County's prior consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53 (f)(3) of the regulation.

Before transmitting to the County its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the County prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise Escambia County Area Transport of why it objects to the proposed termination. This five-day period may be reduced if the matter is one of public necessity, for example, if there is a safety issue.

In those instances where "good cause" exists to terminate a DBE's contract, Escambia County Area Transit will require a contractor to make good faith efforts to replace a DBE that is terminated or has

otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

# **Sample Bid Specification:**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of Escambia County Area Transit to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. A DBE contract goal of 1 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 6), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

# **Section 26.55 Counting DBE Participation**

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

# **SUBPARTS D – Certification Standards**

#### Section 26.61 – 26.73 Certification Process

Escambia County Area Transit uses the Florida Unified Certification Program (UCP) to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. UCP makes the certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

Arthur E. Wright, Manager, Equal Opportunity Office, 605 Suwannee Street,

MS 65, Tallahassee, Florida 32399, (850) 414-4747;

E-mail: arthur.wright@dot.state.fl.us

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Vicki Smith, DBE Program Manager, 605 Suwannee

Street, MS 65, Tallahassee, Florida 32399, (850) 414-4747,

E-Mail: Victoria.smith@dot.state.fl.us

FDOT's certification application forms and documentation requirements are found through the following website: http://www.dot.state.fl.us/equalopportunityoffice/dbecertification1.shtm

# **SUBPART E - CERTIFICATION PROCEDURES**

#### **Section 26.81 Unified Certification Programs**

Escambia County Area Transit is the member of a Unified Certification Program (UCP) administered by FDOT Office of Civil Rights. The UCP will meet all of the requirements of this section. The following is a description of the UCP: "The UCP is charged with the responsibility of certifying firms for the purpose of maintaining a database of certified DBEs for the United States Department of Transportation (U.S. DOT) grantees in the state of Florida. This is pursuant to the Final Rule 49 Code of Federal Regulations (CFR) Part 26 that requires U.S. DOT recipients to take part in a statewide uniform certification process."

#### **Section 26.89 Certification Appeals**

Any firm or complainant may appeal the decision in a certification matter to the Department for referral of the matter to the Division of Administrative Hearings for resolution or to USDOT. Such appeals may be sent to:

Department of Transportation Office of Civil Rights Certification Appeals 1200 New Jersey Ave. SE West Building, 7<sup>th</sup> Floor Washington, DC 20590 We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

# SUBPART F - COMPLIANCE AND ENFORCEMENT

# Section 26.109 Information, Confidentiality, and Cooperation

We will safeguard from disclosing to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

# Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. Any authorized representative of Escambia County Area Transit or DOT will make these records available for an inspection upon request. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

### **ATTACHMENTS**

Attachment 1: Organizational Chart

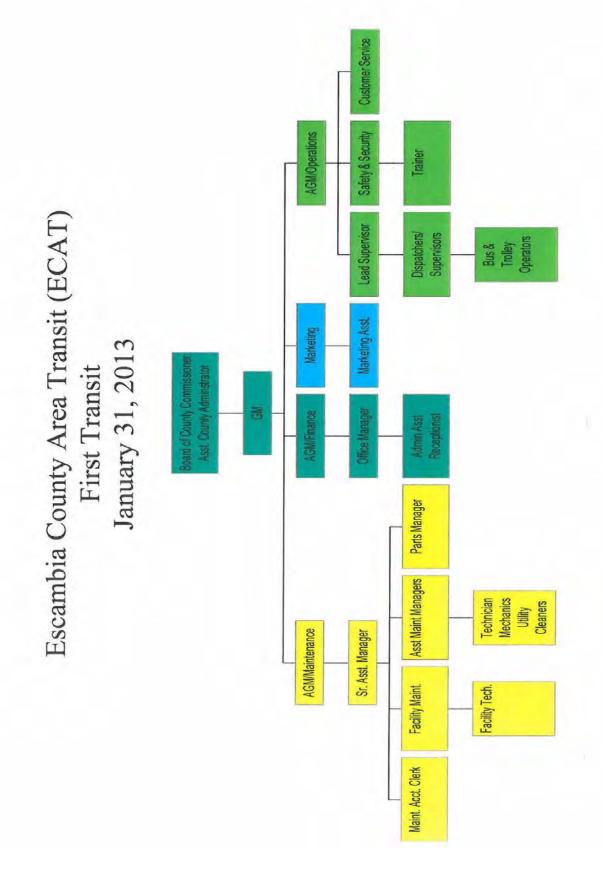
Attachment 2: Monitoring and Enforcement Mechanisms/Legal Remedies

Attachment 3: Goal Setting Methodology Attachment 4: Good Faith Efforts Forms

Attachment 5: DBE Directory

Attachment 6: Regulations 49 CFR Part 26

Attachment 1 to DBE Program - Organizational Chart



# Attachment 2 to DBE Program -

# **Monitoring and Enforcement Mechanisms**

Escambia County Area Transit has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

- 1. Suspension or debarment proceedings pursuant to 49 CFR part 26
- 2. Enforcement action pursuant to 49 CFR part 31
- 3. Prosecution pursuant to 18 USC 1001

# Attachment 3 to DBE Program Goal Setting Methodology

## Escambia County Area Transit TEAM ID 1092

## Proposed Disadvantaged Business Enterprise Fiscal Years 2013-2015 DBE Goal Methodology

The purpose of the Disadvantaged Business Enterprise Program is intended to remedy past and current discrimination against disadvantaged business enterprises, ensure a level playing field and foster equal opportunity and non-discrimination in DOT-assisted contracts. To also improve the flexibility and efficiency of the DBE program, and reduce burdens on small businesses. Title 49 Code of Federal Regulations (CFR) Part 26.45 requires recipients of USDOT federal-aid to utilize a two-step process in development of their overall DBE goal.

## Step One - Develop a base figure related to available DBE's

Escambia County Area Transit's base figure is calculated based on the number of DBE's available in the two county area search on Florida Department of Transportation BizNet website for Escambia and Santa Rosa counties. Below please find a list of expected FTA procurements for the period of FY2013 through FY2015.

## Expected FTA Procurements for the period from FY13 to FY15 are as follows:

Project category	FY 13	FY 14	FY15	AVERAGE FY 13-15
Maintenance Costs	\$1,664,000	\$1,750,000	\$1,750,000	\$1,750,000
Project Admin Costs	\$100,000	\$100,000	\$100,000	\$100,000
ADA Costs	\$295,000	\$300,000	\$300,000	\$300,000
5311 Costs	\$85,000	\$85,000	\$85,000	\$85,000
Capital Costs	\$885,000	\$900,000	\$900,000	\$900,000
Total FTA grant	\$3,029,000	\$3,135,000	\$3,135,000	\$3,135,000

The following is a breakdown of each grant category and a calculation of how much of each grant category is eligible for DBE participation. In addition, the breakdown for each category includes a list of expected projects and which NAICS codes would pertain to this project.

	Maintenance Grant Breakdown			
NAICS	Title	Amount		
	Total maintenance cost	\$1,750,000		
	Salaries and benefits	\$ 1,050,000		
	Remaining grant eligible for DBE participation	\$700,000		
	Consisting of the following projects:			
4231/4413	Parts	\$275,000		
4231/4413	Shop Supplies	\$100,000		
4231/4413	Tires	\$50,000		
5612	Equipment Maintenance	\$50,000		
4231	Tools	\$25,00		
4231	Fare box Repair	\$25,000		
5612	Building and Grounds Labor	\$75,00		
4233/4441	Building and Grounds Materials	\$50,000		
4243	Uniforms	\$25,000		
5612	Janitorial	\$25,000		
	Total of Projects that are DBE Eligible:	\$700,000		

Project Administration			
NAICS	Title	Amount	
200738	Project Administration	\$100,000	
	Salaries and benefits	\$100,000	
	Total of Projects that are DBE Eligible:	\$0	

ADA/5311 Grant Breakdown			
NAICS Title Amount			
4859	ADA Services	\$300,000	
4859	ADA Services/5311	\$85,000	
	Total of Projects that are DBE Eligible:	\$385,000	

NAICS	Title	Amount	
	Total Capital Cost	\$900,000	
	Rolling Stock	\$400,000	
	Remaining grant eligible for DBE participation	\$500,000	
	Consisting of the following projects:		
5416	Studies/Consulting	\$150,000	
2362	Renovations/Admin and Maintenance Facility	\$200,000	
4431/4234	Security	\$ 50,000	
4431/4421	Support Equipment Computers/Furniture etc.	\$ 50,000	
3312	Bus stop signage	\$ 50,000	
	Total of Projects that are DBE Eligible:	\$500,000	

## Step One - Weighting

Below find the FTA grant projects that are eligible for DBE participation.

Step 1 - Determine the weight of each type of work by NAICS Code:

\* Enter all the FTA-assisted projects below. Project amounts should be assigned relevant NAICS Code(s).

)	NAICS Code	Project	Amount of DOT funds on project:	% of total DOT funds (weight)
1)	4231/4413	Parts	275,000/1,585,000	0.1735
2)	4231/4413	Shop Supplies	100,000/1,585,000	0.0631
	4231/4413	Tires	50,000/1,585,000	0.0315
	4231	Tools	25,000/1,585,000	0.0158
5)	4231	Fare-box repair	25,000/1,585,000	0.0158
6)	4233/4441	Building & Grounds Materials	50,000/1,585,000	0.0315
7)	4243	Uniforms	25,000/1,585,000	0.0158
_	4431/4421	Computers & Furniture	50,000/1,585,000	0.0315
	4431/4234	Security	50,000/1,585,000	0.0315
10)	2362	Renovations	200,000/1,585,000	0.1262
11)	3312	Bus Stop Signage	50,000/1,585,000	0.0315
12)	4859	ADA Services	385,000/1,585,000	0.2429
	5416	Studies	150,000/1,585,000	0.0946
	5612	Equipment Maintenance	50,000/1,585,000	0.0315
	5612	Janitorial	25,000/1,585,000	0.0158
	5612	Building & Grounds Labor	75,000/1,585,000	0.0473
	Total FTA-As	ssisted Contract Funds		1

Step 2 - Determine the relative availability of DBE's by NAICS Code:

\* Use DBE Directory, census data and/or a bidders list to enter the number of available DBE firms and the number of available firms.

	NAICS Code	Project	Number of DBEs available to perform this work	Number of all firms available (including DBEs)	Relative Availability	
1)	4231/4413	Parts	0	131	0.0000	
2)	4231/4413	Shop Supplies	0	131	0.0000	1
3)	4231/4413	Tires	0	131	0.0000	
4)	-	Tools	0	24	0.0000	1
5)	4231	Fare-box repair	0	24	0.0000	1
	4233/4441	Building & Grounds Materials	0.	132	0.0000	
7)	4243	Uniforms	0	9	0.0000	
-	4431/4421	Computers & Furniture	0	100	0.0000	1
9)	4431/4234	Security	0	95	0.0000	1
10)	2362	Renovations	1	79	0.0127	
11)	3312	Bus Stop Signage	0	0.		
12)	4859	ADA Services	0	3	0.0000	
13)	5416	Studies	1	184	0.0054	
	2612	Equipment Maintenance	1	17	0.0588	
	****	Janitorial	1	17	0.0588	
16)	5612	Building & Grounds Labor	1	17	0.0588	
		Combined Totals	5	1094	0.0046	Overall availability DBEs

Step 3 - (Weight) x (Availability) = Weighted Base Figure

)	NAICS Code	Project	Weight	x	Availability	Weighted Bas Figure
1)	4231/4413	Parts	0.17350	x	0.00000	0.0000
2)	4231/4413	Shop Supplies	0.06309	х	0.00000	0.0000
3)	4231/4413	Tires	0.03155	х	0.00000	0.0000
4)	4231	Tools	0.01577	х	0.00000	0.0000
5)	4231	Fare-box repair	0.01577	х	0.00000	0.0000
6)	4233/4441	Building & Grounds Materials	0.03155	х	0.00000	0.0000
7)	4243	Uniforms	0.01577	х	0.00000	0.0000
8)	4431/4421	Computers & Furniture	0.03155	х	0.00000	0.0000
9)	4431/4234	Security	0.03155	х	0.00000	0.0000
10)	2362	Renovations	0.12618	х	0.01266	0.0016
	3312	Bus Stop Signage	0.03155	X	0.00000	0.0000
12)	4859	ADA Services	0.24290	X	0.00000	0.0000
13)	5416	Studies	0.09464	х	0.00543	0.0005
14)	5612	Equipment Maintenance	0.03155	Х	0.05882	0.0019
15)	5612	Janitorial	0.01577	х	0.05882	0.0009
16)	5612	Building & Grounds Labor	0.04732	х	0.05882	0.0028
					Total	0.0077
					Expressed as a % (*100)	0.77%
					Rounded, Weighted Base Figure:	1%

The above tables contain the calculations involved in calculating the 2013-2015 DBE goal for Escambia County.

Based on these calculations the DBE goal for Escambia County Area Transit will be 1.00%.

## Step Two - Adjustment of the Base Figure for the Overall Goal

The second step in this process is to adjust the base figure by going over the evidence available for the region and for past procurements.

Through FY2010 Escambia County met their DBE goals because we contract ADA/Paratransit services from a DBE provider. Escambia County also purchased fuel from DBE vendor. Escambia County Area Transit still uses the same ADA/Paratransit service provider as in FY2010; however, the provider is no longer certified as a DBE.

## Below find Escambia County Area Transits FTA procurements for FY2010 to FY 2012 and the amount of DBE contract procurements for each year.

	FY10	FY11	FY12
Maintenance Costs	933,000	1,201,000	1,450,000
Fuel	-	-	268,000
Project Admin			
Costs	107,000	126,000	100,000
ADA Costs	303,000	293,000	291,000
5311 Costs	85,000	85,000	85,000
Capital Costs	1,686,000	1,309,000	803,000
Total	3,114,000	3,014,000	2,997,000
Not Available			
Wages	718,603	718,603	718,603
Fringes	100,000	100,000	100,000
Total	818,603	818,603	818,603
FTA Funding	2,295,397	2,195,397	2,178,397
DBE Procurements			
ADA	303,000	-	-
5311	95,000	-	-
Pensacola Voice	120	-	-
Maintenance Fuel	40,300	-	-
Misc. Maintenance	50,000	_	_0
Total	488,420	-	1-1

As can be seen from the above table Escambia County has not had any DBE contract procurements since FY2010.

Despite Escambia County Area Transit not having made any DBE procurements since FY2010, we will still try to use all available DBE's to meet our goal of 1.00%.

## Means to Meet the Overall DBE Goal

Escambia County Area Transit believes that the goal may be met through the use of the new vendor application process and by requesting already existing vendors to request DBE certification. Escambia County Area Transit has made the goals available through public notice and held a public hearing on October 4<sup>th</sup>, 2012 in the Board of County Commissioners Chambers located on the first floor of the Escambia County Governmental Complex, 221 Palafox Place, Pensacola, Florida 32501.

## Attachment 4 to the DBE Program -

## Forms 1 & 2 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

## FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):
The bidder/offeror is committed to a minimum of % DBE utilization on this contract.
The bidder/offeror (if unable to meet the DBE goal of%) is committed to a minimum of% DBE
utilization on this contract a submits documentation demonstrating good faith efforts.
Name of bidder/offeror's firm:
State Registration No
By(Signature) Title

## **FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm:				
Address:				
City:	State:	Zip:		
Name of DBE firm:				
Address:			_	
City:	State:	Zip:	_	
Telephone:				
Description of work to be performed by I	DBE firm:			
The bidder/offeror is committed to utilizing above. The estimated dollar value of this	ng the above-na	amed DBE firm		ibed
Affirmation				
The above-named DBE firm affirms that estimated dollar value as stated above.	it will perform t	he portion of th	e contract for the	
By (Signature) (Title)				

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)

[Note: the examples provided above are not intended to be the exact forms used by DOT recipients when evaluating DBE participation on bids and/or making good faith efforts determinations. DOT expects that any forms used will be tailored to each organization's specific processes and needs. Whichever forms are used in practice should be included with your DBE program.]

## Attachment 5 to the DBE Program -

The following refers to the website for the list of certified UCP DBE's.

https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/dl\_dir.asp

Attachment 6 to the DBE Program - Regulations: 49 CFR Part 26

Escambia County Area Transit refers to the following website for the electronics Code of Federal Regulations For Title 49: Transportation Part 26- Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

 $\frac{\text{http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr\&SID=5fc7946b772f5f6b1177c7eeebb0fc39\&rgn=div5\&view=text\&node=49:1.0.1.1.}{20\&idno=49}$ 

Escambia County Area Transit also keeps a hard copy in our DBE Program Binder onsite.

## Attachment 4 - Procurement By Sealed Bids/Invitation For Bid (IFB)

## Procurement By Sealed Bids/Invitation For Bid (IFB)

- (1) In order for sealed bidding to be feasible, the following conditions should be present:
  - (a) A complete, adequate, and realistic specification or purchase description is available;
  - (b) Two or more responsible bidders are willing and able to compete effectively for the business;
  - (c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and
  - (d) No discussion with bidders is needed.
- (2) If this procurement method is used, the following requirements apply:
  - (a) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
  - (b) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
  - (c) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
  - (d) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder.
  - (e) Any or all bids may be rejected if there is a sound documented business reason.

This method of procurement may be utilized for the purchase of vehicles and equipment. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (1) above apply.

## Attachment 5 - Procurement By Competitive Proposal/Request for Proposals (RFP)

#### Requirements:

If this procurement method is used the following requirements apply:

- (1) Requests for proposals will be publicized. All evaluation factors will be identified along with their relative importance;
- (2) Proposals will be solicited from an adequate number of qualified sources;
- (3) ECAT staff will have a method in place for conducting technical evaluations of the proposals received and for selecting awardees;
- (4) Awards will be made to the responsible firm whose proposal is most advantageous to ECAT's program with price and other factors considered; and
- (5) In determining which proposals is most advantageous, Escambia County Area Transit staff may award (if consistent with State law) to the proposer whose proposals offer the greatest business value to the Agency based upon an analysis of a tradeoff of qualitative technical factors and price/cost to derive which proposal represents the "best value" to the Procuring Agency as defined as:

"A selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency."

If ECAT staff elects to use the best value selection method as the basis for award, however, the solicitation must contain language, which establishes that an award will be made on a "best value" basis.

## Attachment 6 – Architectural and Engineering Services

#### Requirements:

Qualifications-based competitive proposal procedures require that:

- (a) An offeror's qualifications be evaluated;
- (b) Price be excluded as an evaluation factor:
- (c) Negotiations be conducted with only the most qualified offeror; and
- (d) Failing agreement on price, negotiations with the next most qualified offeror must be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to ECAT staff.

These qualifications-based competitive proposal procedures can only be used for the procurement of the following services: program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services.

These requirements apply except to the extent the State of Florida adopts or has adopted by statute a formal procedure for the procurement of these services.

## Attachment 7 - Noncompetitive Proposals - Single and Sole Source Justification

At least one of the following circumstances must apply:

- (1) The item is available only from a single source;
  - (a) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - (b) FTA authorizes noncompetitive negotiations—e.g., if FTA provides a joint procurement grant or a research project grant with a particular firm or combination of firms, the grant agreement is the sole source approval.
  - (c) After solicitation of a number of sources, competition is determined inadequate; or
- (2) The item is an associated capital maintenance item that is procured directly from the original manufacturer or supplier of the item to be replaced. Escambia County Area Transit staff must first certify in writing to FTA:
  - (a) that such manufacturer or supplier is the only source for such item; and
  - (b) that the price of such item is no higher than the price paid for such item by like customers.

A Fair and Reasonable Price Determination, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.

## Attachment 8 - Options

## **Requirements for Options:**

- (1) Evaluation of Options Option years must be evaluated separately from the base year when making contract awards. Options exercised that were not evaluated at the time of award should be treated as sole source procurements.
- (2) Exercise of Options -
  - (a) A grantee must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded.
  - (b) An option may not be exercised unless the grantee has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.
  - (c) In the event that an item to be purchased can be obtained through the State of Florida Department of General Services contract, this purchasing option will be exercised at the vendor's and ECAT staff's discretion. This option can expedite the purchase process since State contract vendors are selected through a competitive bid process.

## Attachment 9 - Monitoring Checklist

# **Escambia County Area Transit Checklist for Monitoring Procurements of Sub-recipients and Sub-grantees**

The following is a checklist for required annual monitoring of procurements:

Requirements for Procurement: Sub-grantee has rea and is aware of requirements imposed upon them by Fer Florida and local law. Sub-grantees have their own procuregulations as well as State and local law.	
(3) Sample procurements examined.	
Clauses: Sub-grantee has included clauses required implementing regulations on all purchase orders/contrac	
Record Retention: Sub-grantee has retained records	for three years detailing the history of all procurements.
Written standards of conduct: Sub-grantee maintains performance of their employees engaged in the award a conflict of interest issues.	s a written code of standards of conduct governing the nd administration of contracts, particularly related to
Full and open competition: All procurement transaction competition, including prohibiting geographic preference.	ons are conducted in a manner providing full and open s.
Sub-grantee has followed the regulations regarding r Small Purchase, IFB, etc.)	methods of procurement by cost (ex. Micro-purchase,
Contract Cost and Price Analysis for Every Procurent before receiving bids or proposals.	nent Action: Sub-grantee makes independent estimates
Buy America: Sub-grantee abides by the "Buy Ameri	ca" Federal Statutes for expending federal monies.
Name	Date
Name of Sub-grantee representative	Date
Name of Sub-grantee organization	

## Attachment 10 - Written Protest Procedures

#### **Protest Procedures:**

The protest must include at least the following information:

- i) Name, address, and telephone number of protestor;
- ii) Identification of the solicitation or bid/contract number;
- iii) A detailed statement of the legal and factual grounds for the protest, including copies of relevant documents:
- iv) A statement as to what resolve is requested.
- v) Protests must be submitted in accordance with the procedures and time requirements contained in Florida State Statutes 120.57 (3) (a)-(f) below.

## Florida State Statutes: 120.57 (3) (a)-(f)

- (3) ADDITIONAL PROCEDURES APPLICABLE TO PROTESTS TO CONTRACT SOLICITATION OR AWARD. Agencies subject to this chapter shall use the uniform rules of procedure, which provide procedures for the resolution of protests arising from the contract solicitation or award process. Such rules shall at least provide that:
- (a) The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."
- (b) Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- (c) Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) 1. The agency shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest.
- 2. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to subsection (2) and applicable agency rules before a person whose qualifications have been prescribed by rules of the agency.
- 3. If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and state holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the agency shall refer the protest to the division for proceedings under subsection (1).

- (e) Upon receipt of a formal written protest referred pursuant to this subsection, the director of the division shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the agency within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
- (f) In a protest to an invitation to bid or request for proposals procurement, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered. In a protest to an invitation to negotiate procurement, no submissions made after the agency announces its intent to award a contract, reject all replies, or withdraw the solicitation which amend or supplement the reply shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed agency action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, the administrative law judge shall conduct a de novo proceeding to determine whether the agency's proposed action is contrary to the agency's governing statutes, the agency's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed agency action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended agency action to reject all bids, proposals, or replies, the standard of review by an administrative law judge shall be whether the agency's intended action is illegal, arbitrary, dishonest, or fraudulent.

## Attachment 11 - Bonding Requirements

## **Bonding Requirements**

### Minimum Criteria:

- a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- c. A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts determined to adequately protect the federal interest are as follows:
- (1) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) Two and a half million dollars if the contract price is more than \$5 million.
- d. A Grantee may seek FTA approval of its bonding policy and requirements if they do not comply with these criteria.

Date:						
PO / Contract No.		Source of Funding:				
<b>Method of Procurement</b>						
Micro Purchase:	Competitive RFP:		Competitive Bid:			
Small Purchase:	A&E Services:		Sole Source:			
Justification if Non-Competitiv	ve:					
Reason for the Procurement:						
Contract Type:		Rationale for	contract type:			
Reason for selection/rejection:		Lowest respon	owest responsive, responsible bidder: (IFBs)			
(RFPs): <b>Basis for Contract Price:</b> Accepted contractor's proposed  Other:	l pricing:	Negotiated Pri	ce (attached memorandum)			
Cost / Price Analysis:						
The price offered by the supplier offerors constituted a range of			nt estimate, and variance between the ermined to be from \$			
Pricing discrepancies between t	the offers was attribu	ited to				
Other sources/data used to affirm	n price reasonablene	ss were				
Summary of Responsibility and	d Responsiveness C	Checks				
Award		Date of	contract award:			
			approval (Attach Meeting Minutes):			

**Change Orders:** Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

## APPENDIX B: PROCUREMENT DECISION MATRIX

## Method of Procurement

Micro-Purchase		Competitive Procurement	
Amount < \$3,000		Amount > \$3,000	
Multiple Sources		Multiple Sources	
		Not an Emergency	
Small Purchase		1 too wii 2 mergeney	1
Amount < \$100,000		Sealed Bid (IFBs) > \$100,000	
Complete & Adequate Specification or Description		Complete & Adequate Specification or Description	
Two or more quotes available		Two or more responsible bidders willing to compete	
		Selection can be made on the basis of price alone	
Sole Source		Firm Fixed Price Contract is used	
Approved by FTA		No discussion with bidders required after receipt of bids	
OEM, Custom Item OR			
Only One Source OR		Competitive Proposals (RFPs) > \$100,000	
Competition Inadequate after Solicitation OR		Complete Specifications Not Feasible	
Emergency/Public Exigency		Bidder Input Needed	
		Two or more responsible bidders willing to compete	
		Discussion needed with bidders after proposals	
		Fixed price can be set after discussions –OR—	
		A cost reimbursement contract is determined	
Selection of Contract Type	_	Justification for T&M Type Contract (if selected	4)
Type of Contract		Justification for Teem Type Contract (if selected	1)
Fixed Price	ᆜ		
Firm fixed unit prices	붜		
Cost plus fixed fee	屵		
Time and materials (T&M)	屵		
Blanket purchase order	屵		
Indefinite Delivery Indefinite Quantity (IDIQ)	Ш		

Contract Type				Date of Estimate:				
Description of Service:	Goods /	_						
lethod of Obta	ining the Esti	imate	e:					
☐ I have o	btained the fo	llowi	ng estimate	from				
	ed Price List /		_	te)				
	ring or technic							
	dent Third Par	rty es	stimate			Cost	Estimate De	etails:
U Other (s						Thro	ugh the meth	od stated abo
	determined the Details are sho			of		the go	ods/services i	s expected to
<b>Þ</b> . 1	Details are sno	WII U	below.					
Cost of Stanc	dard Items		T			T		
Pro	nduct		Delive	Cost (\$/	ea) No Freight	N	otes / Data Se	nurces
Product Delivered				rea	140 FTeight	Notes / Butu Sources		
: Cost of Servi	ces Renairs	or N	on-Standa	rd Itams				
Item / Task	ccs, repairs,	01 11	on-Standa	i d i tellis				
	Other							
Materials	Direct Costs		Labor ute, hours)	Labor Class	Allocated overhead	SG&A	Profit	Total
Materials	Costs	(14	ue, nours)	Class	Overneau	SGCA	110111	Total

For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.

## APPENDIX D: FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following: **Check one or more:** ☐ Found reasonable on recent purchase. ☐ Obtain from current price list. ☐ Obtain from current catalog. ☐ Commercial market sales price from advertisements. ☐ Similar in related industry. ☐ Personal knowledge of item procured. ☐ Regulated rate (utility).  $\Box$  Other. **Comments:** ☐ Copy of purchase order, quotes, catalog page, price list, etc. is attached. Purchasing Agent Date

## APPENDIX E: CONTRACT CLAUSE MATRIX

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (EXCLUDING MICRO-PURCHASES, EXCEPT Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A& E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,00 if 49 >\$10,00 if 49 >\$10,00 if 49 CFR Part 18		>\$10,00 if 49 CFR Part 18 applies.	>\$10,00 if 49 CFR Part 18 applies.	>\$10,00 if 49 CFR Part 18 applies.
Civil Rights (Title, VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprise (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.

	Professional Services/	Onevetional	Dolling Stock		Materials &
PROVISION	A&E	Operations/ Management	Rolling Stock Purchases	Construction	Supplies
Davis-Bacon Act				>\$2,000 (including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)	
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (including ferry vessels)	
Bonding				\$100,000	
Seismic Safety	A&E for New Buildings & Additions			New Buildings	
Transit Employee Protective Arrangements		Transit Operations			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit Operations			
Alcohol Misuse and Testing		Transit Operations			
Patent Rights	Research & Development				
Rights in Data and Copyright Requirements	Research & Development				
Energy Conservation	All	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	All	All	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States

## APPENDIX F: SOLE SOURCE JUSTIFICATION FORM

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Che	neck one:							
	The item is available only from a single source (	sole source justification is attached).						
	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).							
	FTA authorizes noncompetitive negotiations (let	ter of authorization is attached).						
	After solicitation of a number of sources, compe source contacts is attached).	tition is determined inadequate (record of						
	The item is an associated capital maintenance iter procured directly from the original manufacturer certification attached).							
Com	omments:							
□ Iı	Independent Estimate and Cost Analysis are attached	ed						
Pur	urchasing Agent Seni	or Manager						
Dat	Pate Date							

## APPENDIX G: RESPONSIBILITY DETERMINATION FORM

Bid/RFP No:			
Supplier:			
Date:			
For each of the areas des provide a short description			e appropriate research has been accomplished and esults.
	Revie par Tech	ated or wed as rt of inical uation	Comment/Documentation
1.Appropriate financial, equipment, facility, a personnel			Can review standard ratios on submitted financial reports or ask for D&B report
2.Ability to meet the deli	very	□No	Conduct an analysis of the offeror's technical approach
3.Satisfactory period of performance	□ Yes	□ No	Tied to reference check; can also use D&B Past Performance Evaluation service/product
4.Satisfactory record of integrity, not on decli or suspended listings		□ No	Attach the results from checking the Excluded Parties website at <a href="https://www.epls.gov">www.epls.gov</a>
5.Ability to get bonding insurance	and ☐ Yes	□ No	Evaluate insurance certificate and assurances from Bonding

## **APPENDIX H: Statement of Work Template**

Statement of Work Title:	
1.0 Project Background	
<ul> <li>Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.</li> <li>Short statement of the problem to be resolved</li> <li>Expected project duration</li> <li>Transit Agency organizational units and / or key individuals involved in managing the project</li> <li>Alternative solutions or implementation strategies evaluated</li> </ul>	
a)Transit Agency requires these products and / or services due to:	
b)Transit Agency is attempting to complete a project and requires supplier / contractor assistance in the:  c)The completion of this work will help Transit Agency:	on
2.1 Results	
Indicate the key end results that the project will achieve when successfully executed.  Measurable performance indicators for anticipated benefits may also be listed here.	
2.2 Anticipated Benefits	
Describe what the organization will gain through completion of this project.	

2.3 Business Processes Impacted
Review major changes in the way work will be conducted once the project is complete (if any).
2.4 customers / End Users Impacted
Identify the specific individuals or groups whose work will be most affected during and after the project's execution.
project is execution.
3.0 Applicable Documents
List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.
List any publications, manuals and regulations that the supplier / contractor must abide by:
a)
b)
c)
Definitions any Acronyms:

4.0 Summary of Requirements	
These are the key tasks expected of the supplier Statement of Work.	/ contractor according to the Schedule and the
List the key technical and functional requirement requirements that you consider to be essential to expected outputs / outcomes and performance st	the ultimate success of the project. Include the
Write tasks to be performed in a logical and seq possible. Describe the tasks in terms of outcom level, equipment up-time and functionality. Use	es expected, such as response time, cleanliness
1)Review	
2)Analyze	
3)Repair	
4)Install	
5)Construct	
All tasks should have quantifiable or observable	results.
5.0 Schedule and Deliverables	
List all outputs / outcomes and submittals with s quantity and delivery point(s). Include the acce	
Milestone or Major Project Deliverable	Planned Completion Date

## 6.0 Quality Assurance Plan

Explain what the Transit Agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the output / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

- a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.
- b)All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of the SOW.
- c)Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.
- d)Specific quality requirements for this contract are as follows:
- 1)On time deliver=
- 2)Acceptable quality =
- 3)Responsiveness =
- 4)Service level =

## APPENDIX I: COST ANALYSIS FORM

	PAGE OF PGS					
COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts)						
(See Instruction	below)					
SOLICITATION #	SUPPLIES AND/OR SERVICES TO BE					
	FURNISHED					
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE						
DIVISION(S) AND LOCATIONS(S) WHERE WORK IS TO	APPROVAL SIGNATURE					
BE PERFORMED						

DETAIL DESCRIPTION OF COST ELEMENTS								
1.DIRECT MATERIAL	Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis				
A.PURCHASED PARTS								
B.SUBCONTRACTED ITEMS								
C.OTHER – (1) RAW MATERIAL								
(2) STANDARD COMMERCIAL ITEMS								
TOTAL DIRECT MATERIAL								
2.MATERIAL OVERHEAD (RATE % X \$ BASE *)								

3.DIRECT LABOR	ESTIMATED HOURS	RATE/ HOUR	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
TOTAL DIRECT LABOR						

4.LABOR OVERHEAD		Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
OH Rate					
X BASE (labor total above)					
TOTAL LABOR OVERHEAD					

5.OTHER DIRECT COSTS	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
A.SPECIAL TOOLING/EQUIPMENT				
TOTAL SPECIAL TOOLING/EQUIPMENT				
B.TRAVEL				
(1)TRANSPORTATION				
(2)PER DIEM OR SUBSITENCE				
TOTAL TRAVEL				

DETAIL DESCRIPTION OF COST ELEMENTS	Vendor	Vendor	Independent	
(continued)	A (\$)	<b>B</b> (\$)	Estimate	Variance
C.INDIVIDUAL CONSULTANT SERVICES				
TOTAL INDIVIDUAL CONSULTANT SERVICES				
D.OTHER				
TOTAL OTHER				
E.SUBTOTAL DIRECT COST AND OVERHEAD				
<b>6.</b> GENERAL AND ADMINSTRATIVE (G&A) RATE %				
X \$ BASE (Use 5.E above)				
<b>7.</b> ROYALTIES (if any)				
<b>8.</b> SUBTOTAL ESTIMATED COST				
9.CONTRACT FACILITIES CAPITAL AND COST OF				
MONEY				
10.SUBTOTAL ESTIMATED COST				
11.FEE OR PROFIT				
12.TOTAL ESTIMATED COST AND FEE OR PROFIT				
13.Discounts			·	
14. Option Costs (specify)				
15.ADJUSTED COST				

### ANALYSIS GUIDELINES

#### 1.DIRECT MATERIAL

- A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendors quotes, invoice prices, etc.).
- B.Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

#### C.Other:

- (1)Raw Material: Review any materials in a form of state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.
- (2)Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost form another source.

#### 2.MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A)(Item 6).

#### 3.DIRECT LABOR

Analyze comparative rates and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

### 4.LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available.

#### 5.OTHER DIRECT COSTS

- A.Special Tooling/Equipment. Analyze the price and necessity of specific equipment and unit prices.
- B.Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.
- C.Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.
- D.Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions).

#### 6.GENERAL AND AMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

### 7.ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licenser; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item of component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties.

#### **8.SUBTOTAL ESTIMATED COST**

Compare to the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

#### 9.CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

## 10.SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

### 11.FEE OR PROFIT

Review the total of all proposed Fee or Profit. Remember that the HUD prohibits cost plus percentage of cost contracting.

## 12.TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

### 13.DISCOUNTS

Review basis for Discounts and range between offers.

### ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

## APPENDIX J: PRICE ANALYSIS

PO /	Contract:
The	evidence compiled by a price analysis includes:
•	<ul> <li>Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.</li> <li>Determining when multiple data consistently indicate that a given price represents a good value for money.</li> <li>Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.</li> </ul>
	TE:  PREPARED  BY:
	pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following of analysis:
	Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)
	Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)
	Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).
	Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)
SUN	MARY MATRIX

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	In-House Estimate	Other

## **Attachments:**

## APPENDIX K: CHANGE ORDER REVIEW CHECKLIST

Date			
Contract Number			
Contractor			
Contract Title			
Reviewer			
New Contract Total			
Change Order Number			
Dollar Value Increase			
Length of Time Extension Granted			
New Performance Period End Date			
Change Order Checklist	INCLUDED	N/A	Comment
1.In-House Estimate Prepared			
2.Project Manager Approval			
3.AWO Scope Meeting Held			
3a. Scope of Change Adequate for Bidding			
4. Contractor Proposal Includes Impact Cost, Price			
5. Cost Analysis Conducted			
5a. If Price>10% of ICE, Evidence of MTA President Approval			
6.Negotiation Memorandum			
7. Written Record of Change			
7a. Signed Change Order in File			
8. Evidence of Board Approval prior Initiation of Changed Work			
9. Notice to Proceed in file			
10. Work Authorized within Contract Scope			
11.No Evidence of Arbitrary Action			
Other Comment	•		

## APPENDIX L: PIGGYBACKING CHECKLIST

**Definition:** Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET	YES	NO
1. Have you obtained a copy of the contract and the solicitation document, including the		
specifications and any Buy America Pre-award or Post- Deliver audits?		
2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?		
3.Did the Contractor submit the "certifications' required by Federal regulations? See BPPM Section 4.3.3.2		
4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6. If this is an indefinite quantity contract, did the original solicitation and resultant contract		
contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency?		
10.If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14)(i).		
11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
12.If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.		

Note: This worksheet is based upon the policies and guidance express in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3 – *Joint Procurements of Rolling Stock and "Piggybacking."* 

## APPENDIX M: CONTRACT ADMINISTRATION PLANNING PROCESS

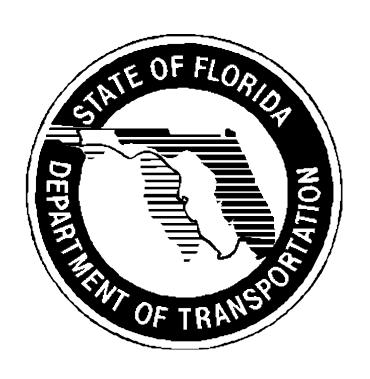
Tasks	Related Standards
1.Determine the	Consider key factors that may affect the need for contract surveillance, including:
required level	The criticality (i.e., importance to the Government) of the supplies or services.
of contract	Generally, contracts are designated as:
surveillance	A.Critical contracts, including:
	-Contracts negotiated under unusual and compelling urgency; and
	-Contracts for major systems
	B.Other contracts for items needed to:
	-Maintain a Government or contractor production or repair line;
	-Preclude out-of-stock conditions; or
	-Meet user needs for non-stock items
	C.All other contracts
	Contract requirements for reporting production progress and performance
	•The contract performance schedule
	•The contractor's production plan
	•The contractor's history of contract performance
	•The contractor's experience with the contract supplies or services
	•The contractor's financial capability
	•Any special circumstances identified by the contracting office
	Contracts at or below the simplified acquisition threshold should not normally
	require production surveillance
Tasks	Related Standards
2.Determine what	Consider:
contract	• Agency and contracting activity policy on the delegation of contract administration
administration	•Any additional delegations authorized by prior agreement with the contract
functions (if	administration office (CAO), provided that:
any) will be	-The required CAO resources are available
delegated	
	-The head of the contracting activity or designee has approved the delegation
	of any authority to issue orders under provisioning procedures in existing
	contracts or under basic ordering agreements for items and services
	identified in the schedule; and
	-The delegation does not require the CAO to undertake new of follow-on
	acquisitions
	•Prior coordination with the contract administration office (when required)
	•The need for special surveillance of major system acquisition
	•The need for specialized support services at a contractor or subcontractor facility;
	and
	•The resources available at the contract administration office (CAO)

Tasks	Related Standards
3.Delegate contract administration as	As provided in agency procedures, delegate contract administration or specialized support services. The delegation should include:
applicable	•The name and address of the CAO designated to perform the administration
	(this information also must be entered in the contract)
	•Copies of all contracting agency regulations or directives
	-Referenced in the contract; or
	-Otherwise necessary for contract administration (unless previously
	provided)
	A CAO or contracting office retaining contract administration, may request support from the CAO cognizant of the contractor location where performance of specific contract administration function is required. The request must:
	•Be in writing
	•Clearly state the specific functions to be performed; and
	Be accompanied by a copy of pertinent contractual and other necessary documents
	Subcontract administration support may be requested as long as the request conforms to FAR requirements and good business practice
Tasks	Related Standards
4.Develop a contract administration	The plan should be designed to facilitate effective and efficient contract administration considering:
plan	•The required level of contract surveillance
	Contract terms and conditions related to administration
	Contractor performance milestones
	•Government performance milestones (e.g., for providing Government
	furnished property or responding to contractor plans and other required submission)
	Contractor reporting procedures
	Contract quality requirements
	•Name, position, and authority of contract administration team members; and
	•Milestones for any reports required from contract administration team members
	Documentation of the plan should meet the requirements of the agency, activity, and good business practice

Tasks	Related Standards	
5.Identify qualified	Contracting and contract administration offices typically include a wide variety	
personnel (as	of full-time specialists who represent the Contracting Officer in contractor	
authorized and	system reviews and other contract administration activities. These specialists	
necessary) to	may include:	
represent the Contracting	•Quality Assurance Representatives (QARs)	
Officer in	•Software specialists	
administering	•Property specialists; and	
contract		
requirements	•Others	
	When authorized by the contract and necessary for effective and efficient contract administration, the Contracting Officer may also appoint technical representatives for specific contracts. The representatives may be known by a variety of names, including:	
	•Contracting Officer Representative (COR)	
	•Contracting Officer's Representative (COR)	
	•Contracting Officer Technical Representative (COR); or	
	•Technical Representative of the Contracting Officer (TRCO)	
	• Technical Representative of the Contracting Officer (TRCO)	
	Technical representative designations must follow agency and activity guidelines. Generally:	
	•The cognizant Contracting Officer must assure that each representative possesses the necessary technical qualifications	
	•Technical representatives must undergo training on their responsibilities and authority as a representative of the contracting Officer	
	•The delegation must include a copy of the applicable portion of the contract	
	and other necessary guidance	
	•The delegation remains in effect throughout the life of the contract unless	
	canceled or modified by the cognizant Contracting Officer	

# PART 1

## GENERAL REQUIREMENTS, CONDITIONS, & CONTRACTUAL PROVISIONS



## **Contract #TRIPS-11-CA-TP**

**Champion Cutaway Transit Vehicles** 

## CONTRACT # TRIPS-11-CA-TP

#### GENERAL REQUIREMENTS, CONDITIONS, AND CONTRACTUAL PROVISIONS

#### <u>1.1 SCOPE</u>

Notice is hereby given that the Transit Research Inspection Procurement Services (TRIPS) will establish a statewide Purchasing Agreement between **Florida Transit Agencies**, hereby know as the "Purchasers", and **Transit Plus, Inc.**, hereby known as the "Contractor" and/or "Dealer", for the manufacture and delivery of 2012 model year:

#### **CHAMPION CUTAWAY TYPE VEHICLES**

This contract is based on the representations, documents and descriptions submitted by Transit Plus, Inc. in response to TRIPS Request For Proposals (RFP) #TRIPS-11-CA-RFP issued December 6th, 2010.

#### 1.2 QUANTITIES

Minimum and maximum quantities are established as follows:

#### **CHAMPION CUTAWAY TYPE VEHICLES**

MIN	MAX
0	<u>500</u>

These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous TRIPS Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2: Technical Specifications** of this solicitation.

The Purchasers will be allowed to purchase this vehicle as long as current production year chassis' are still available from the manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following award of the initial model production year, the TRIPS will have an option to extend the Purchasing Agreement for four succeeding model production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive

or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the TRIPS Program Administrator. The Contractor may request an increase in the second stage production costs after, or in conjunction with, the chassis increase request being received by the TRIPS Program Administrator. The TRIPS will compute the second stage costs utilizing the formula explained in **Exhibit 5**: **FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION.** A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recomp month as described in **Exhibit 5**.

Acceptance in writing by any Purchaser of the Dealer's offer to furnish any or all of the units therein, shall constitute a contract between the Dealer and that Purchaser only, and implies no duties or responsibilities on the part of the TRIPS or the Florida Department of Transportation (FDOT). The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and the Dealer. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. The FDOT and the TRIPS are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

This contract includes the following that are incorporated herein:

- Part 1 General Requirements & Conditions, Contractual Provisions
- Part 2 Technical Specifications
- Part 3 Options
- Part 4 Quality Assurance Provisions
- Part 5 Warranty Provisions
- Part 6 Paint Schemes

#### 1.3 TRAINING REQUIREMENTS

Training is important to the TRIPS as this new vehicle may have components unfamiliar to the Purchasers' maintenance and operating personnel. The TRIPS is concerned with the type of training provided, qualifications of the instructors, and the amount of training provided. As a **minimum**, the TRIPS expect to receive:

Driver/Maintenance Orientation	4 hours @ 5 locations annually
Air Conditioning/Certification	4 hours @ 5 locations annually
Securement Device/Certification	4 hours @ 5 locations annually
Electrical & Electronics Familiarization	4 hours @ 5 locations annually
Wheelchair Lift Training	4 hours @ 5 locations annually

<u>Dealer Orientation Upon Delivery</u>: The dealer shall provide a vehicle orientation with each vehicle delivered to an agency. If an agency orders more than one (1) unit of identical specifications, the orientation shall be provided on the first unit delivered. The orientation shall be conducted by the dealer for the maintenance and operations supervisory and training personnel. The orientation shall include, but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Function of all controls on the second stage driver control panel
- Identify location of and function of controls of all add-on equipment such as A/C, wheelchair ramp, restraint systems, fire suppression system, etc.
- Locate and identify all alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service
- Location of Multiplexing components and their use
- Location of Event Data Recorder and demonstrate data download
- UREA system location and maintenance
- Upgrade or changes versus previous models procured by agency

#### 1.4 – 1.14 REMOVED

#### 1.15 DEALER QUALIFICATION

The Dealer must be a person, firm, or corporation that:

- Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.
- b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.

- d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), New Bus Testing, Chapter 287 of the Florida Statutes, and the Americans with Disabilities Act.
- e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.
- f. Has a current in-plant Quality Assurance Program and "fully meets" the OEM body-builders program requirements.

#### **GENERAL REQUIREMENTS AND CONDITIONS**

#### 1.16 DELIVERY AND ACCEPTANCE

- a. Completed units are to be delivered to purchaser within <u>ninety (90) days</u> from receipt of chassis or purchase order, whichever occurs last.
- b. Upon completion of a Pre-Delivery Inspection (PDI) by the licensed Florida dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time. The name, address, telephone number, and contact person for each FDOT District Office is listed in **Exhibit 3: FDOT District Offices**.
- c. Failure to coordinate delivery may result in delay of vehicle being "signed for" as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.
- d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.
- e. The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

A copy of the Manufacturer's Certificate of Origin Application for Certificate of Title Bill of Sale Warranty Papers (forms, policy, procedures) Maintenance Schedule Operators' manual Invoice (To include contract number, P.O. number, VIN#, and agency name)

- f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. **Exhibit 4: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.
- g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar (\$1.00) per mile charge for each vehicle with an odometer reading in excess of 3,000 miles. Under NO circumstances are tow vehicles to be attached to any buses.
- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.
- j All vehicle data must be entered into the TRIPS database prior to its delivery to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida. VIN#'s shall also be entered into the TRIPS database within 10 days after issuance of the Purchase Order. Any vehicles arriving at the SBTIF without the VIN# entered in the database will not be inspected until this information is entered.

To schedule an inspection, the dealer shall send an email to the TRIPS

Manager, Erin Schepers at erin.schepers@dot.state.fl.us to set up an inspection appointment. Information in the email should include the following:

- Anticipated delivery date
- Number of vehicles
- Whether inspection is a drop off or a to be inspected while you wait

The TRIPS Manager will schedule the inspection and provide a confirmation to the Dealer via email. A copy of the sales order and build order should be sent to the TRIPS Manager once an inspection date has been established.

Each vehicle delivered to the SBTIF shall have a complete set of "as built" wiring diagrams. The Dealer should see that all noted write-ups are corrected prior to the final delivery to the procuring agency. This inspection by TRIPS is not represented as being "all inclusive" and in no way relieves the Dealer from the required PDI.

- k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.
- m. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) calendar days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing vehicle into revenue service.
- n. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

#### 1.17 FEDERAL AND STATE TAX

The Purchaser's are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the proposal price. Any other sales tax, use

tax, imports, revenues, excise or other taxes which may now or hereafter be imposed by Congress, by the State, or any political subdivision thereof and applicable to the sale and delivery of the product as a result of this proposal, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

#### 1.18 ON-LINE INSPECTIONS

The TRIPS reserves the right to perform an on-line inspection of any vehicles procured as a result of this proposal. If any defective or non-compliance items are found during the on-line inspection, the TRIPS may choose to perform subsequent on-line inspections at a date agreeable to both parties.

#### 1.19 INDEMNIFICATION

Dealer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or TRIPS personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

#### 1.20 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided on the FMVSS sticker or a letter stating that the vehicles are not subject to FMVSS. Vehicles must be in compliance with all the requirements of the laws of the State of Florida as to lighting equipment, and all warning and safety devices. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the Contractor is not relieved of the responsibility of providing the Purchaser with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

#### 1.21 LIQUIDATED DAMAGES

In the event of delay in completion of the delivery of vehicles beyond the date specified, in addition to any granted extensions agreed to in writing by the Purchaser, any affected Purchaser shall assess as liquidated damages, twenty five dollars (\$25.00) per calendar day per vehicle.

#### 1.22 PARTS AND MANUALS

A supply of replacement parts for the vehicles specified must be guaranteed by the Contractor for a ten-year period from date of purchase. The Contractor shall provide Purchaser with complete "as built" wiring diagrams for the entire vehicle, a current service manual and a current parts manual ("as-built" drawings, service manual and parts manual may be on a CD, as determined by the Purchaser). These should be provided for each vehicle with a maximum of two (2) sets per Purchaser if they are purchasing more than two (2) vehicles. One (1) Operator's Manual shall be provided for each vehicle, regardless of the number of vehicles ordered by a given Purchaser. A list of any special tools or equipment will also be provided. The supplied operator's and maintenance manuals and wiring diagrams shall incorporate the options ordered on purchaser's vehicles.

#### 1.23 ALTOONA TEST

Either a final report from the Altoona Bus Testing Center or documentation from the Federal Transit Administration stating that the vehicles are not required to undergo Altoona testing must be submitted with each proposal.

#### 1.24 TITLING VEHICLES

Unless specified otherwise, Vehicles shall be titled to the Purchaser with the Florida Department Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 listed as the only lien holder.

The Contractor shall be responsible for applying for Title and purchasing a license tag on behalf of the Purchaser.

#### **CONTRACTUAL PROVISIONS**

#### 1.25 FEDERAL TRANSIT ADMINISTRATION FUNDING

Any contract resulting from proposal submitted is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

#### 1.26 INCLUSION OF PROVISIONS

All provisions stated in this Invitation to Proposal and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and the successful Dealer.

#### 1.27 REQUIREMENTS OF DEALERS

#### a. Compliance With Regulations

The successful Dealer, hereinafter called the Contractor, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.

#### b. Nondiscrimination

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

#### c. <u>Equal Employment Opportunity</u>

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

## d. <u>Solicitations From Subcontracts, Including Procurement of Materials And Equipment</u>

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing

Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

#### e. <u>Information and Reports</u>

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and its facilities as may be determined by the Proposal Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Proposal Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

#### f. <u>Sanctions For Noncompliance</u>

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the Purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Contractor until compliance; and/or
- (2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

#### 1.28 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning

funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

#### 1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Purchasing Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### 1.30 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 1.31 CLEAN WATER

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 1.32 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323© and FTA's

implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

#### 1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C.§ 5323(I) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Dealer/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall

submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

# 1.34 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [TO BE CODIFIED AT 2 U.S.C.§ 1601, ET SEQ.]

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 1.35 ACCESS TO RECORDS AND REPORTS

The following access to records and reports requirements applies to this Purchasing Agreement:

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at

- 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the Unites States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- d. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5303(a)1) through other than competitive proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

#### 1.36 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Purchasing Agreement. Contractor's failure to so comply shall

constitute a material breach of this Purchasing Agreement.

#### 1.37 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 1.38 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6003 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### 1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. Withholding for unpaid wages and liquidated damages The purchaser(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. Subcontracts The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- Payrolls and basic records Payrolls and basic records relating thereto e. shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### 1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

# 1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C.§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§ 1001 and 49 U.S.C.§ 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the

subcontractor who will be subject to the provisions.

#### 1.42 TERMINATION

- a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TRIPS may terminate this Purchasing Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- b. If it is later determined by the TRIPS that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the TRIPS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 1.43 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Lower Tier Covered Transactions (Third Party Contracts over \$100,000).
  - a. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.
  - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the TRIPS may pursue available remedies, including suspension and/or debarment.
  - c. The prospective lower tier participant shall provide immediate written notice to the TRIPS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may

Updated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as

contact the TRIPS for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the TRIPS.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

# 1.44 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transaction

a. The prospective lower tier participant certifies, by submission of this proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R.§ 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Updated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **CIVIL RIGHTS**

The following requirements apply to the underlying contract:

- Nondiscrimination In accordance with Title VI of the Civil Rights Act, as a. amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6103, section 203 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C.§ 2000e, and Federal transit laws at 49 U.S.C.§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seg., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (2) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.§ 623 and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) <u>Disabilities</u> In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C.§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 1.46 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by agreement of the parties shall be decided by the Florida Department of Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Florida Department of Transportation. Any appeal of decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statues.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this Purchasing Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TRIPS and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

The duties and obligations imposed by the contract documents and the rights and

remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TRIPS or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

#### 1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the TRIPS that Disadvantaged Business enterprises as defined in 49 CFR 26.49 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR 26.49 applies to this agreement.

The TRIPS Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR 26.49 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The TRIPS Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### 1.48 STATE AND LOCAL LAW DISCLAIMER

The use of many suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law. Before the suggested clauses are used in the grantees procurement documents, the grantees should consult their local attorney.

#### 1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

# **EXHIBITS**

## **LIST OF EXHIBITS**

- 1. Required Forms / Certifications
- 2. Price Proposal Forms / Payment terms
- 3. FDOT District Offices
- 4. Vehicle Delivery Checklist
- 5. Formula for Price Escalation

# TRIPS PURCHASING AGREEMENT # TRIPS-11-CA-TP PRE-AWARD REVIEW CERTIFICATIONS

Edward Bart	, acting on behalf of agencies
	contract established by TRIPS Proposal #
TRIPS-11-CA-RFP, certifies the	following:
I. PRE-AWARD BUY AMERICA	COMPLIANCE CERTIFICATION
	R, Part 663 - Subpart B, the recipient is satisfied
	om Transit Plus, Inc. meet the requirements of Transportation Assistance Act of 1982, as
	ewed documentation provided by the
manufacturer, which lists (1) the	proposed component and subcomponent parts of urer, country of origin, and cost; and (2) the
	embly point for the buses, including a description
	ce at the final assembly point and cost of final
assembly.	
Date: November 28, 2011	
C A (	
Signature Contact	Title:Program Administrator
TE DOE AWADD DUDGUAGED!	C DECUIDEMENTS SERVICES ATTON
11. PRE-AWARD PURCHASER S	S REQUIREMENTS CERTIFICATION
	R, Part 663 - Subpart B, the buses to be purchase
	me product described in the recipient's solicitation
with the capability to produce a b	ed manufacturer is a responsible manufacturer us that meets the specifications.
With the capability to produce a s	as that meets the specimentalist
Date: November 28, 2011	
Signatura: San Ma	Title: Program Administrator
Signature:	
III. PRE-AWARD FMVSS COM	PLIANCE CERTIFICATION
	R, Part 663 - Subpart D, a copy of Transit Plus,
	stating that the buses will comply with the fety Standards issued by the National Highway
	tle 49 of the Code of Federal Regulations, Part 57
has been submitted.	22 10 10 10 10 10 10 10 10 10 10 10 10 10
Date: November 28 2011	
Date: November 28, 2011	

#### 1. PROPOSAL ACKNOWLEDGMENT

#### Gentlemen:

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

#### Transit Research Inspection Procurement Services Program

#### TRIPS CONTRACT PROPOSAL #TRIPS-11-CA-RFP

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of Specifications:

_Addendums 1 through 8	
DEALER	MANUFACTURER
Date 2/16/2012	Signature I A R Wa-A
Company Name Trans it Plus	Company Name CHAMPION BY INC
Title General Manager	Title Regional Sates Rep.

#### 9. STANDARD ASSURANCES

#### Federal Requirements for Invitation for Proposal

I, David Morris, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.

### Comptroller General's Proposer's Certification

Champion Bus, Inc, hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.

#### Other Assurances

I, David Morris, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license # VF 10015461

Transit Plus, Inc and Champion Bus, Inc. assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.

Transit Plus, Inc and Champion Bus, Inc. assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature	Signature Kreekleen Saffney
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title TRIPS Contracts Administrator	Title Transit Sales

# 10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

### Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature	Signature Yorkleen Goffney
Company Name Transit Plus, Inc	Company Name Champion Bus, Inc.
Title TRIPS Contract Administrator	Title Transit Sales

## Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DEALER	MANUFACTURER
Date	Date
Signature	Signature
Company Name	Company Name
Title	Title

# 11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

(Applicable to purchases over \$100,000.00)

### Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The proposer or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

DEALER	MANUFACTURER	
Date February 14, 2011	Date February 16, 2011	
Signature	Signature Halfney	
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.	
Title TRIPS Contract Administrator	Title Transit Sales	

## Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The proposer or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

DEALER	MANUFACTURER
Date	Date
Signature	Signature
Company Name	Company Name
Title	Title

# 12. BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

#### Certificate of Compliance

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

DEALER	MANUFACTURER		
Date February 14, 2011	Date February 16, 2011		
Signature	Signature Kauther Soffney		
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.		
Title TRIPS Contract Administrator	Title Transit Sales		

#### PRE-AWARD DOMESTIC CONTENT WORKSHEET

FDOT Freightliner Defenders-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT DEFENDER M2 BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOMESTIC	CONTENT
CHASSIS - FREIGHTLIENR	U.S.	53.30%	OF TOTAL COST
ACC CONDITIONER	U.S.	9.20%	OF TOTAL COST
Q'STRAINT	U.S.	0.90%	OF TOTAL COST
FREEDMAN SEATING	U.S.	3.69%	OF TOTAL COST
BRAUN LIFT	U.S.	3.50%	OF TOTAL COST
		70 50% %	OF TOTAL COST

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

<sup>\*</sup>CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

#### PRE-AWARD DOMESTIC CONTENT WORKSHEET

FDOT INTERNATIONAL Defenders-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT DEFENDER INTL BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOMESTIC CONTENT	
CHASSIS - INTERNATIONAL	U.S.	54.80%	OF TOTAL COST
ACC CONDITIONER	U.S.	9.00%	OF TOTAL COST
Q'STRAINT	U.S.	0.89%	OF TOTAL COST
FREEDMAN SEATING	U.S.	3.90%	OF TOTAL COST
BRAUN LIFT	U.S.	3.40%	OF TOTAL COST
		71.99% %	OF TOTAL COST

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

<sup>\*</sup>CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

#### PRE-AWARD DOMESTIC CONTENT WORKSHEET

FDOT F550 Defenders-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT DEFENDER F550 BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOMESTIC CONTENT	
CHASSIS - FORD F550	U.S.	43.50%	OF TOTAL COST
ACC CONDITIONER	U.S.	13.10%	OF TOTAL COST
Q'STRAINT	U.S.	1.30%	OF TOTAL COST
FREEDMAN SEATING	U.S.	2.50%	OF TOTAL COST
BRAUN LIFT	U.S.	5.00%	OF TOTAL COST
PRO AIR HEATERS	U.S.	0.33%	OF TOTAL COST
RCA FLOORING	U.S.	0.18%	
		65.91% %	OF TOTAL COST

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

<sup>\*</sup>CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

FDOT GM CHALLENGERS-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT CHALLENGERS GM BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOMESTIC CONTENT	
CHASSIS - GM	U.S.	39.00%	OF TOTAL COST
ACC CONDITIONER	U.S.	8.70%	OF TOTAL COST
Q'STRAINT	U.S.	1.74%	OF TOTAL COST
FREEDMAN SEATING	U.S.	3.20%	OF TOTAL COST
BRAUN LIFT	U.S.	7.00%	OF TOTAL COST
PRO AIR HEATERS	U.S.	0.42%	OF TOTAL COST
RCA FLOORING	U.S.	0.22%	
		60.28% %	OF TOTAL COST

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

<sup>\*</sup>CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

FDOT FORD CHALLENGERS-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT CHALLENGERS FORD BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOMESTIC CONTENT	
CHASSIS - FORD	U.S.	41.60%	OF TOTAL COST
ACC CONDITIONER	U.S.	8.30%	OF TOTAL COST
Q'STRAINT	U.S.	1.60%	OF TOTAL COST
FREEDMAN SEATING	U.S.	3.19%	OF TOTAL COST
BRAUN LIFT	U.S.	6.70%	OF TOTAL COST
PRO AIR HEATERS	U.S.	0.40%	OF TOTAL COST
SUSPENSION MORRYDE	U.S.	1.10%	
		62.89% %	OF TOTAL COST

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

<sup>\*</sup>CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

FDOT INTERNATIONAL CHALLENGERS-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT CHALLENGER INTERNATIONAL BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOM	DOMESTIC CONTENT	
CHASSIS - FORD F550	U.S.	47.20%	OF TOTAL COST	
ACC CONDITIONER	U.S.	12.90%	OF TOTAL COST	
Q'STRAINT	U.S.	1.30%	OF TOTAL COST	
FREEDMAN SEATING	U.S.	2.50%	OF TOTAL COST	
BRAUN LIFT	U.S.	5.50%	OF TOTAL COST	
PRO AIR HEATERS	U.S.	0.30%	OF TOTAL COST	
RCA FLOORING	U.S.	0.18%		
		69.88% %	OF TOTAL COST	

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

<sup>\*</sup>CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

FDOT FORD CHALLENGER LOW FLOORS-Sep 2011

AT LEAST 60% OF THE TOTAL COST OF THE FDOT CHALLENGER LOW FLOOR BUSES ARE U. S. DOMESTIC CONTENT:

COMPONENT/MANUFACTURER	ORIGIN	DOMES	STIC CONTENT
CHASSIS - FORD	U.S.	37.00%	OF TOTAL COST
MORRYDE LOW FLOOR CONVERSION	U.S.	30.30%	
ACC CONDITIONER	U.S.	4.00%	OF TOTAL COST
		71.30% %	OF TOTAL COST

FINAL ASSEMBLY WILL BE AT IMLAY CITY, MICHIGAN, USA. THE COST OF THE FINAL ASSEMBLY WILL BE 11% OF THE TOTAL COST. THE FOLLOWING ACTIVITIES WILL TAKE PLACE AT THE FINAL ASSEMBLY POINT:

\*CONSTRUCT BODY (ROOF, SIDEWALLS, WINDOWS AND FLOORS.

\*INSTALL CUSTOMER SPECIFIED OPTIONS, SUCH AS WHEELCHAIR LIFTS, SEATS, FLOORING, ETC.

<sup>\*</sup>MOUNT BODY TO CHASSIS

<sup>\*</sup>EXTERIOR AND INTERIOR PAINT AND LETTERING.

### 13. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

DEALER						
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Date February 14 201

Signature

Company Name Transit Plus, Inc.

Title TRIPS Contract Administrator

#### MANUFACTURER

Date February 16, 2011

Signature\_\_\_\_

Company Name Champion Bus, Inc.

Title Transit Sales

#### 14. CERTIFICATION REGARDING LOBBYING

(To be submitted with each proposal or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C.§\_1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C.§\_1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Transit Plus, Inc and Champion Bus, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

DEALER

MANUFACTURER

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

David Morris, TRIPS Contract Administrator

Signature of Contractor's Authorized Official:

Name and Title of Contractor's Authorized Official:

Kathleen Gaffney, Transit Sales

Date February 14, 2011 Date February 16, 2011

### 15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

The proposer, if a transit vehicle manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49.

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature	Signature Hartleen Soffney
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title TRIPS Contract Administrator	Title Transit Sales

NOTE: An approved annual FTA certification must be received before a contract extension can be considered for each year.

### 16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

Certification of Compliance with all safety related items contained in Part 2: Technical Specifications.

The Proposer hereby certifies that it shall comply with the safety related requirements contained in **Part 2**: **Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature	Signature Kardleen Goffney
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title TRIPS Contract Administrator	Title Transit Sales

# 17. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter 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 Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 I, 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 Purchasing Agreement.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement 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 Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.
- (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 Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

# 17. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA 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 Purchasing Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement 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 subcontract or procurement as the TRIPS or the FTA 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 subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature	- Signature Karllen Daffney
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title Trips Contract Administrator	Title Transit Sales

# 18. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

The Proposer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature	Signature Kuchleen Deffucy
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title TRIDS Contract Administrator	Title Transit Sales

### 19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- 2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DEALER	MANUFACTURER
Date February 14, 2011	Date February 16, 2011
Signature 2	Signature Kathen Soffwey
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title TRIPS Contract Administrator	Title Transit Sales

### 20. E-VERIFY CERTIFICATION

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- 1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
- 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

DEALER	MANUFACTURER
Date February 14 2011	Date February 16, 2011
Signature	Signature Stulleen Gaffrey
Company Name Transit Plus, Inc.	Company Name Champion Bus, Inc.
Title TRIPS Contract Administrator	Title Transit Sales

### **EXHIBIT 2**

### PRICE PROPOSAL FORM A

(Base Gas Engine Vehicle Price)

	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer Chevrolet	\$57,761
Chassis GVWR (pounds) 12,300	\$37,761
Base Vehicle Length (approx ft) 21	

	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer Ford	\$59,809
Chassis GVWR (pounds) 12,500	\$39,009
Base Vehicle Length (approx ft) 21	

	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer Chevrolet	\$60,071
Chassis GVWR (pounds) 14,200	\$60,071
Base Vehicle Length (approx ft) 23	

	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer Ford	\$59,565
Chassis GVWR (pounds) 14,500	<b>\$59,565</b>
Base Vehicle Length (approx ft) 23	

	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer Ford	\$74,223
Chassis GVWR (pounds) 18,000	\$74,223
Base Vehicle Length (approx ft) 25	

	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer Ford	\$77,497
Chassis GVWR (pounds) 19,500	\$11, <del>43</del> 1
Base Vehicle Length (approx ft) 29	

	PRICE
Cutaway Type Vehicle <u>-Diesel Only</u>	
Chassis Manufacturer International	\$85,620
Chassis GVWR (pounds) 19,500	ΨΟΟ,ΟΣΟ
Base Vehicle Length (approx ft) 25	

	PRICE
Cutaway Type Vehicle <u>-Diesel Only</u>	
Chassis Manufacturer International	\$108,570
Chassis GVWR (pounds) 23,500	ψ100,370
Base Vehicle Length (approx ft) 31	

	PRICE
Cutaway Type Vehicle <u>-Diesel Only</u>	
Chassis Manufacturer Freightliner	\$112,825
Chassis GVWR (pounds) 26,000	Ψ112,02 <b>3</b>
Base Vehicle Length (approx ft) 31	

	PRICE
Cutaway Type Vehicle <u>-Diesel Only</u>	
Chassis Manufacturer International	\$119,165
Chassis GVWR (pounds) 26,000	φ119,103
Base Vehicle Length (approx ft) 35	

# PRICE PROPOSAL FORM B SEATING

ITEM	PRICE PER PERSON
Standard Seat	\$140
Fold-away Seat	\$290
Children's Seat	\$550

Agencies will select floor plans from TRIPS approved floor plans when placing orders. Each Dealer shall submit the floor plans which will be made available to the TRIPS. This (these) floor plans are to be the detailed drawings and shall be accompanied by a sample of the Dealer's standard four wheel weight analysis as a pre-build projection. The finished vehicle cannot exceed GVWR, GAWR or four wheel weight limitations as established by the chassis manufacturer. Dealer will be limited to offering TRIPS agencies only those floor plans submitted with their proposal.

#### UPHOLSTERY INFORMATION-VINYL COLORS AVAILABLE

<u>BLUE CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

**BEIGE CMI VINYL** - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

**GREY CMI VINYL** - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

# PRICE PROPOSAL FORM C PAINT SCHEME PRICES

ITEM	PRICE PER ITEM
Paint Scheme 1	\$600.00
Paint Scheme 2	\$600.00
Paint Scheme 3	\$600.00

### NOTE:

If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

# PRICE PROPOSAL FORM F TERMS OF PAYMENT

The following terms of payment are proposed:

The agencies will submit their portion of the purchase price (local match) to the 5310 administrator at CUTR when the vehicle order is placed.

- A 2% (24% per annum) service charge will be added to all past due accounts.
- Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date February 23, 201

Signature

Company Name Transit Plus, Inc.

Title TRIPS Contract Administrator

### **EXHIBIT 3**

#### **FDOT DISTRICT OFFICES**

Julia Davis FDOT District One PO Box 1030 Fort Myers, FL 33902-10 (239) 656-7800

Kathy Rudd FDOT District Three 1074 Hwy 90 Chipley, FL 32428-0607 (850) 415-9549

Theodis Perry FDOT District Five 133 S. Semoran Blvd. Orlando, FL 32807 (407) 482-7871

Tracy Dean FDOT District Seven 11201 N. McKinley Dr. Tampa, FL 33612-6403 (813) 975-6195 TBD FDOT District Two 2198 Edison Avenue, MS 2813 Jacksonville, FL 32204 (904) 360-5687

Jayne Pietrowski FDOT District Four 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 (954) 777-4661

Ed Carson FDOT District Six 1000 N. W. 111<sup>th</sup> Ave., Room 6105 Miami, FL 33172 (305) 470-5255

# EXHIBIT 4 VEHICLE DELIVERY CHECKLIST

The below items must be presented at time of delivery of vehicle to agency or vehicle will be considered non-acceptable.

- Vehicle properly serviced, clean and in first class operating condition.
   Includes front end alignment, wheels balanced, unnecessary stickers removed
- Proper "Application for Registration"
- GVWR either on Certificate of Origin or Registration
- Four Wheel Weight Analysis Certification
- Odometer Certification
- "As Built" Wiring diagrams and chassis electrical manuals
- Service, chassis service and "As Built" Parts manuals
- Operator's manual
- Dealer Invoice
- □ Spare key(s)
- Bill of sale
- □ Warranty papers (forms, policy, procedures)
- Maintenance schedule
- Post-Delivery Audit documents-
  - Buy America Certificate and documentation annotating percentage breakdown and percentages, location and items present during final assembly (post-delivery breakdown document)
  - FMVSS
  - Specifications
  - o Blank Acceptance / Rejection Notification

Jpdated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as

#### **EXHIBIT 5**

#### FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION

Escalation will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) (Industry) Category PCU3362113362117 "Buses and Firefighting vehicles, complete, produced on purchased chassis:" \*\*, not seasonally adjusted. In no event will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

Index Point Change	<u>Examples</u>
PPI Index: Future Recomp Month	141.1
Less PPI Index: Base Award Month	. 137.5
Equals Index Point Change	. 3.5

Index Percent Change	<b>Examples</b>
Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.5
Equals	0.0254
Results multiplied by 100 equals Percent Change	2.54%

Total price of standard bus = \$42,850.00 Minus price of chassis = \$27,050.00 Equals total second stage price = \$15,800.00

"Certain Dollar Amount" = Cost of second stage price divided by 100

Certain Dollar Amount = 15,800 / 100 = 158

Price of second stage will change \$158.00 per 1 percent movement in the producer price index (PPI)

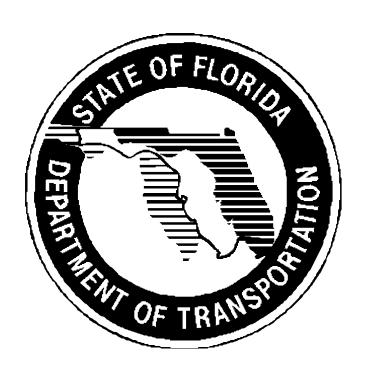
In this example, 2.54% times \$158.00 equals \$401.32. This could be added to the total cost of the add-ons per bus. Chassis increase would be added separately per instructions in Section 1.2. Once recompilation of second stage pricing is completed, the last recomp month becomes the new award month.

\*\* = *If discontinued, Category* PCU3362113362119 "Trucks/vehicles, other types, complete, produced on purchased chassis:" *will be used*.

<u>NOTE:</u> These figures provided for illustrative purposes only.

# PART 2

### **TECHNICAL SPECIFICATIONS**



## **Contract #TRIPS-11-CA-TP**

**Champion Cutaway Transit Vehicles** 

#### **TECHNICAL SPECIFICATIONS**

#### **#TRIPS-11-CA-TP**

#### **CUTAWAY TRANSIT VEHICLES**

#### 2.1.0 GENERAL INFORMATION

2.1.1 The first bus produced under this agreement shall be considered the "prototype" bus. After inspection of this vehicle, TRIPS reserves the right to mandate changes to the electrical system wiring, related components and general quality control finishes. Contract language will be revised to reflect these changes and subsequent manufactured vehicles shall include all changes as standard in production.

#### 2.1.2-2.1.17 INTENTIONALLY LEFT BLANK

2.1.18 The vehicle shall conform in all respects to State of Florida Motor Vehicle laws (including, but not limited to, Chapter 316, Florida Statutes, Safety rules of the Department of Transportation, Chapter 14-90, promulgated under the requirements of Chapter 341, Florida Statutes) and the American with Disabilities Act, Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Buses, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR Part 655 Bus Testing Program. The tests include the evaluation of maintainability, reliability, safety, performance, structural integrity, fuel economy and noise.

Test based on: 5 years/ 150,000 miles

2.1.19 Workmanship throughout the vehicle shall conform to the highest standards of accepted commercial practice and shall result in a neat and finished appearance. The complete vehicle(s) furnished must be of substantial and durable construction in all respects. All sub-components must be installed per the sub-component manufacturer's standard mounting/installation/operations instructions. Any deviations on component mounting/installation/operations procedure must be approved in writing by the sub-component manufacturer and TRIPS prior to installation.

Part 2

- Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Welds not meeting these standards will be rejected. Rejection will result in the total replacement of sub-floor assemblies and/or cage assemblies. All exterior skin side welded surfaces shall be ground smooth and be free of unfriendly surfaces as part of the standard production process. All welds shall be inspected for quality and subject to on line inspection. All welding shall be performed using MIG welding machines utilizing Argon gas. All steel body/floor structure shall be coated rust inhibiter primer for corrosion protection and to prevent rust. Champion, Inc. utilizes Pure Asphalt # 76-M chassis coating for priming of steel structural components before assembly and subsequent to welding.
- 2.1.21 All parts, components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. The exhaust system and drive line shall be free from primer. Champion, Inc. shall certify that it has the equipment necessary to accomplish this task. Any sub-component installed underneath the vehicle shall not be primed.
- 2.1.22 All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle shall be backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.
- 2.1.23 Cutting of the chassis to increase or decrease the length of the chassis will not be permitted. This will be verified through serial number checks. The rear overhang, measured from the center of the rear axle to the outer edge of the rear bumper, cannot exceed 1/3 of the overall vehicle length. Rear frame extensions shall be Butt-welded with a continuous weld and shall exceed the requirements of the chassis manufacturer. In addition, the FDOT requires a 4" x 12" x 1/4" steel plate to be installed and welded with a continuous weld around the entire circumference of the plate and bolted. Further, The FDOT will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.
- 2.1.24 All vehicles shall be weighed "as built" before release and manufacturer's engineering department shall perform a four corner weight analysis on each vehicle that indicates the weight of the vehicle and any attachments, the maximum weight of the occupants (150 pounds per seated position and 250 pounds per wheel chair position), and the weight of a full tank of fuel for GAWR and GVWR evaluation. A copy of the "as built" weight

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certification, four corner weight analysis and an "as built" floor plan shall be on each vehicle shipped to Florida for the TRIPS. The "as built" weight certification shall provide the following information for each individual bus:

- > VIN of the bus
- > Manufacturer
- > Body Serial Number
- > A description (type) of the bus
- > Date of certification
- > The number of ambulatory passenger capacity including driver
- > The number of wheelchair positions
- > Four wheel weight distribution of the actual completed weight of the bus including all attachments
- > Four wheel weight distribution of the weight of the ambulatory passengers including driver
- > Four wheel weight distribution of the weight of the wheelchairs
- > Four wheel weight distribution of the weight of the Fuel
- > Four wheel weight distribution of the total weight of the vehicle
- > Weight analysis must have signature and title of person submitting it

In addition to the manufacturer's weight calculations and documents, TRIPS will require that the manufacturer's complete and submit weight calculations on TRIPS Form #TRIPS-11-CA. TRIPS will perform random four wheel weight analysis at the Springhill Inspection, Testing & Research Facility in Tallahassee. The total weight at each wheel must not exceed 50% of the GAWR for that axle and GVWR must not be exceeded. Any bus that exceeds either condition will be rejected.

- 2.1.25 Champion, Inc. will be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
  - 1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.
  - 2. Check all fluid levels to insure proper fill.
  - 3. Adjust the engine for proper operating condition.
  - 4. Inflate tires to proper pressure.
  - 5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.

- 6. Cleaning of vehicle, and removal of all unnecessary stickers and debris.
- 7. Full front-end alignment utilizing heavy duty equipment and experienced trained technicians to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with fully adjustable front end components installed to allow alignment in the field without replacing any components.
- 8. Focusing of headlights utilizing equipment designed for this purpose.
- 2.1.26 Champion, Inc. shall certify that it:
  - 1. Has in operation or has the capacity to have in operation, a manufacturing plant.
  - 2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.
  - 3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
- 2.1.27 Transit Plus, Inc. will be required to submit weekly status reports into the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. This report shall be coordinated with the manufacturer's report and must be submitted the first workday following the previous workweek.
  - See Part 2, **Exhibit 1: TRIPS Database Dealer Requirements,** for information describing the process for Dealers to submit Weekly Status Reports to the TRIPS Database Center.
- 2.1.28 Transit Plus, Inc. shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Correct and repair all deficiencies noted in the TRIPS Pre-delivery Inspection Report conducted on each individual vehicle at its Springhill Bus Inspection Research & Testing facility in Tallahassee. All repairs must be completed before delivery to Purchaser. The Dealer must enter detail of the repair action into the TRIPS Database Center for the specific VIN of each vehicle inspected by TRIPS Staff.
- 2. Check all fluid levels to insure proper fill levels.
- 3. Adjust the engine for proper operating condition.
- 4. Inflate tires to proper pressure.
- 5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.
- 6. Cleaning of vehicle, and removal of all unnecessary stickers, markings and debris.
- 2.1.29 All sub-component units installed such as, but not limited to wheelchair lift, restraint systems, passenger seating, event data recorders, alternators, air conditioning, and any other subcomponent installed by the bus manufacturer shall be installed per the sub-component manufacturer's installation instructions. All subcomponent manufacturer installation instructions must be submitted to TRIPS prior to the first bus being delivered from this contract.

#### **2.2.0 ENGINE**

- Gasoline engine shall be manufacturer's standard for the noted size bus considering components and accessories proposed. The engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Ford E-350 base engine is 5.4L, 255 HP @ 4500 RPM- 350 LB/FT @ 2500 RPM, optional V-10 is 6.8L, 305 HP @ 4250 RPM- 420 LB/FT @ 3250 RPM. Ford E-450 base engine is 5.4L, V-10 is optional. Ford E-450 16/2 base engine is V-10. Ford F-550 base engine is 6.8L V-10, Chevy base engine in all models is 6.0, 323 HP @ 4600 RPM- 373 LB/FT @ 4400 RPM. There is no gas engine available for Freightliner and International chassis'.
- 2.2.2 Diesel engine shall be manufacturer's primary option for this size bus considering components and accessories proposed. The specified engine must give satisfactory performance over terrain encountered in Florida

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with maximum passenger load. Ford E-350/450 does not have diesel option. Ford 550 diesel engine is 6.7 L Power stroke, 300 HP @ 2800 RPM, 660 FT LB@1,600 RPM. Chevy 3500/4500 Express diesel engine is 6.6 L, 250 HP @ 3200 RPM- 460 LB/FT @ 1600 RPM. Engine in Freightliner is CUM ISB 6.7-220 220 HP @ 2300 RPM, 2600 GOV, 520 LB/FT @ 1600 RPM. Engine in International is Maxx Force 7, EPA 10, 220 HP @ 2600 RPM, 560 lb-ft at 1400 RPM.

2.2.3 A Compressed Natural Gas (CNG) engine, which is the manufacturer's standard for this size bus considering components and accessories proposed, will be provided as an alternative fuel option. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. TRIP reserves the right to accept hybrid drive-train system and/or other alternative fuel engines when offered by the manufacturer during the term of this contract. Currently, both International and Freightliner have optional Eaton hybrid drive systems. CNG is offered on Ford and Chevy chassis' only.

#### 2.2.4 INTENTIONALLY LEFT BLANK

2.2.5 Heavy-duty, minimum 4-speed, automatic, overdrive transmission, with tow/haul mode, and the most extreme duty cycle available from OEM, compatible with the engine specified, is standard. Gross input power, gross input torque and rated input speed shall be compatible with the engine specified. Transmission in Ford E-350 is SR110 5 speed auto, Ford E-450 is SR 100 5 speed auto, Ford F-550 is TorqShift 5 speed auto, Freightliner and International 3200 is Allison 2200 HS Automatic with Park pawl, International UC transmission is Allison 1000PTS.

#### 2.3.0 COOLING SYSTEM

2.3.1 The FDOT will accept the OEM heater hose in the engine compartment. Silicone hose with constant torque clamps shall be installed between the OEM connection and the auxiliary heater. All heater hose shall be routed below floor level to ensure passenger safety. Electric-vacuum controlled auxiliary heater fluid shut-off valves shall be included as standard equipment. Goodyear Hoses are acceptable.

#### 2.4.0 EXHAUST SYSTEM

2.4.1 The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements. Heavy-duty exhaust hangers shall be standard equipment and shall be bolted to the

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frame. All hanger U-bolt thread orientation must be directed sideways. All altered exhaust joints shall be welded with a continuous weld. Champion utilizes aluminized steel for exhaust modifications and/or extension.

- 2.4.2 The exhaust tailpipe shall terminate at the left rear corner of the bus. Exhaust pipe to terminate 2 inches or less from vertical body line and shall be smooth cut with no rough edges.
- 2.4.3 Galvanized heat shielding shall run between the exhaust system and the floor of the vehicle, at a minimum, this shield shall meet OEM Up-Fitter Guide requirements. Champion utilizes a 26 ga. galvanized full length heat shield.

#### 2.5.0 DRIVE SHAFT

2.5.1 Protective metal guards for the drive shaft shall be provided to prevent a broken shaft from touching the ground, contact any brake line, or whipping through the floor. The drive shaft guards shall conform to 49 CFR.

For each drive shaft section, the protective metal guard shall be located within  $\frac{1}{4}$  of the length of the shaft and behind the forward U-joint. The bottom portion of the hoop shall be no more than three (3) to four (4) inches from the outer surface of the drive shaft. Champion guards are constructed of 12 ga x 1.5" steel.

#### 2.6.0 SUSPENSION

2.6.1 Suspension shall be manufacturer's standard. It must be load rated for the GVWR of the size bus involved. The Mor-Ryde system will be used on models built on Ford and Chevy chassis', air bags will be used on models built on International and Freightliner chassis'.

#### 2.7.0 **AXLES**

2.7.1 Axles shall be manufacturer's standard. Axle must be load rated for the GVWR of the size bus involved.

#### 2.8.0 BRAKES

2.8.1 Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour and meet the FDOT Performance Brake Test Procedure (Part 2, Exhibit 4). They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour without brake fade.

Part 2

- 2.8.2 The parking brake shall be capable of holding a fully loaded vehicle on a 15 degree incline and meet the FDOT Emergency/Park Brake Procedure Test (Part 2, Exhibit 5). The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is applied.
- 2.8.3 The controls for the wheel chair lift shall be interlocked with the vehicle parking brake system and transmission to ensure the vehicle cannot be moved from the park position when the wheel chair lift door is open. The interlock must meet ADA Title 49 Lift Interlock requirements.
- 2.8.4 The interlock system shall be a solid state, microprocessor-controlled unit that utilizes "Plug and Play" connections to the chassis, incorporating intermittent fault filter technology to eliminate false signals from activating the system, and have a dash mounted LED to display sub-system status. The Intermotive ILIS will be used on all vehicles except models built on the International chassis, which will utilize the IC Diamond Logic Multiplex with integrated interlock.

#### 2.9.0 TIRES & WHEELS

- 2.9.1 Steel wheels are standard. Aluminum wheels will be provided as an option (See Part 3: Options).
- 2.9.2 Stainless steel wheel liners / inserts, front and rear wheels will be provided as an option (See Part 3: Options).
- 2.9.3 A spare tire, mounted and balanced on the same type wheel assembly of the tires mounted on bus, shall be provided as standard and shipped loose with each vehicle. The spare tire shall be covered and secured so as not to damage the interior of the bus in shipment.

#### 2.10.0 ELECTRICAL

2.10.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, 4-way flashers, air conditioning, or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.

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- 2.10.2 OEM alternator is preferred where total amperage draw does not exceed total output (excluding wheelchair ramp). If an aftermarket alternator is used, a belt analysis must be performed and approved by the alternator manufacturer. Bus manufacturer may be asked to furnish a sample of any aftermarket alternator for testing prior to award of contract. The alternator(s) proposed must meet or exceed the alternator manufacturer performance standards. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Manufacturer shall perform testing of total amperage draw on all vehicles under this contract to ensure compliance. The upgrade (non-OEM) alternator manufacturer shall provide a permanent label under the hood stating brand, model number, serial number and alternator output. The OEM alternator output cable to the OEM power supply box must be retained and a separate second stage cable shall be installed ensuring even voltage distribution between the two sets of circuits. If an alternator or alternators is/are equipped with a separate rectifier bridge or an external regulator, the rectifier and or regulator shall be mounted inside cab of the vehicle. The alternator(s) proposed must meet or exceed the alternator manufacturer performance standards and Part 2, Exhibit 6: Alternator Output Test. Champion will provide the following alternators: Ford E-350/E-450 is OEM 225 amp, Ford F-550 gas is KEI 240 amp, Ford 550 diesel is dual OEM 160 amp, GM 3500 is OEM 145, GM 4500 Express is dual 145 amp (diesel only), Freightliner chassis is Delco-Remy
- 2.10.3 The vehicle shall have dual 700 CCA top post batteries located in a readily accessible area on a pullout stainless steel tray under the body. The access door shall be non-locking latch type. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. All battery cable connections shall be coated to prevent corrosion. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use ONLY". Batteries must be date stamped and be no older than 1 year from delivery date. Freightliner batteries will be dual 1850 CCA top post batteries. The L and W battery tray (model 1017405-without center divider-model 1017346 with center divider) will be used, except on the International models.

275 amp, International chassis is 320 amp Leece-Neville.

A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1500 RPM on gasoline engines and 1200 RPM on Optional diesel engines. The fast idle shall be Inter-motive Advanced Fast Idle Systems (AFIS), or approved equal. Include a Gateway Module capable of being actuated either by driver, a voltage sensor, an air conditioner, an air compressor command, or a low coolant temperature command. This fast speed idle shall engage only when the

Part 2

vehicle is in Park. Champion will provide the Intermotive idle controller on all models except those built on the International chassis, which will use the OEM Diamond Logic Multiplexed idle controller.

- 2.10.5 Champion will provide their standard wiring system on all models except those built on International chassis which will use the OEM Diamond Logic Multiplex system.
- 2.10.6 A reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 7dbb (A) plus or minus 4db with a supply of 14 volts shall be installed. Conformity to the environmental test stipulated by the SAE shall not be required.

#### 2.11.0 WIRING HARNESS & ROUTING

2.11.1 The wiring harness must be built by a reputable wiring harness manufacturer and must be built to length of bus. Each harness shall be as-built with the exception of optional items, but each wiring schematic must identify each optional circuit. Harness may incorporate wiring for options not selected by the end user. Schematics shall include each connecter pin number and location. It shall also include symbols indentifying electrical components along with location of each component. Each set of schematics shall have a legend that identifies each symbol used, including grounds. Champion utilizes harnesses which are built by Precision Works, Inc.

All wiring shall be vinyl insulated to 200 degrees Fahrenheit, shall meet SAE standards, and shall be color coded and number coded at least every eighteen (18) inches and permanently labeled to identify their function. Battery cables shall be 1/0 gauge with minimum of 0.075" wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop.

Entire harness system and mating electrical components shall be plugconnected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are Weather-Pak connectors.

All multi-pin connectors with 12 or more conductors shall be environmentally sealed electrical connectors with a tab connector. All connectors with 3 to 12 circuits that are under the hood and/or under the vehicle shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one

to two circuits shall be made with Posi-Lock connectors. Any solder joints must be pre-approved by FDOT. **NO BUTT CONNECTORS WILL BE ALLOWED**.

- All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with rubber or plastic coated P-clamps every 12 inches and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails or routed inside the frame rails. A minimum of four (4) circuit protected pre-wire connectors for additional components (i.e. camera system, farebox) that are capable of high amperage draws shall be provided. Pre-wires shall terminate in the interior electrical panel and be clearly marked.
- 2.11.3 All fuses and relays (other than chassis OEM) shall be placed in an electrical panel. The panel shall be accessible through a non-locking door. Connection to OEM electrical system shall be accomplished through connectors supplied by the chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit box door that displays circuit fusing and identification information. Electrical panel door shall be a minimum of 12 inches by 20 inches.

#### 2.12.0 FDOT CRASH AND SAFETY TESTING STANDARDS

It is mandatory that the Proposer meet the approval requirements of the FDOT Crash and Safety Testing Standards. Award of contract is contingent on successfully completing the Pre-Qualification process and obtaining a Temporary Waiver Contract. The Pre-Qualification process must be completed prior to first build; no buses will be built until satisfactory results are obtained. TRIPS will then issue a Temporary Waiver Contract Award for a period of no more than 24-months from issuance of the temporary waiver. Satisfactory Full Scale testing should be completed within 24-months. Detailed information on the Pre-Approval Process requirements can be found in **Part 2**, **Exhibit 7: Pre-Qualification Structural Test Procedure**.

The Pre-approval Process (90-days) consists of two steps:

<u>Step 1</u> – Manufacturer submits to TRIPS detailed cage structural drawings, a description of the method of attachment and a description of materials to be used in its construction. Upon TRIPS completing

their review, any structural concerns will be discussed with the manufacturer.

<u>Step 2</u> – TRIPS will notify the manufacturer to send a full body cage consisting of only primary structural tubing and plate to the FDOT Springhill Road Test Facility. This cage should be constructed using normal production methods and include the entry stairwell and front cap. The frame will fail the evaluation if it is inconsistent with the assembly drawings or is not representative of normal production.

If the manufacturer fails to meet the approval requirements at the end of the temporary waiver contract period, the Contract Award will be terminated. Information on the full scale approval requirements on these standards can be found in Part 2, Exhibit 8: FDOT Crash and Safety Test Approval Process (Full Scale).

2.12.1 A fully welded structural steel cage is critical in the construction of a sound paratransit bus. Structural steel framing is important as it provides an effective means of energy absorption in the cage structure and protects passengers against extensive deformation during roll-over and side impact accidents.

Care should be taken to ensure the quality of the welds connecting the steel cage. Large differences in strength of the steel framing can be attributed to the poor performance of welds due to incorrect material preparation and/or incorrect heat setting used on the welding machine.

To ensure the structural integrity of the frame is not compromised through the service life of the paratransit bus, measures should be taken to protect the structural steel frame from corrosion. This can be addressed through the use of galvanized steel or a sprayed on coating/paint.

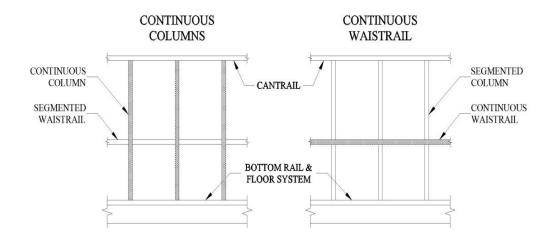
The use of compact cross sections, as defined by AISC Steel Construction Manual Table B4.1, for structural steel components used in the construction of paratransit buses is recommended. Upon failure, structural steel components with a compact cross section experience appropriate rotational capacity at local plastic hinges. Failure of a non-compact section is unwanted as it is rapid and absorbs less energy when compared to the failure of a compact section.

Structural members with closed cross sections have characteristics more favorable for use in paratransit bus construction. Members with closed cross sections are more easily connected to other members as they can facilitate full perimeter welds, whereas members with open section typically do not. In addition to this, members with closed cross

sections typically resist local buckling better, leading to higher rotation capacity and improved structural performance. Examples of both sections are provided below.



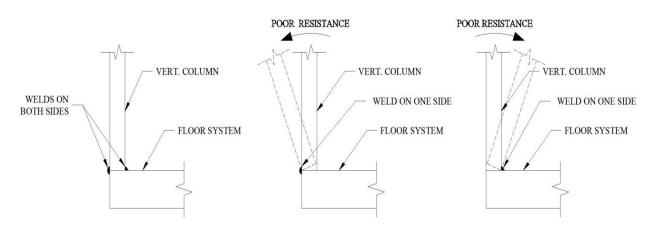
Having a sidewall construction with continuous vertical columns and a segmented waistrail provides superior impact resistance when compared to a similar sidewall with segmented vertical columns and a continuous waistrail. The main reason for this significant performance discrepancy is reduced energy absorption in plastic hinges developing prematurely in the discontinuous columns, close to the connection with the waistrail. The difference in sidewall construction is shown below.



To provide a strong cage structure, it is important that structural members are welded on both sides as shown in the left of the figure directly below. The recommended weld pattern creates a strong connection in both directions of loading. If a weld is only present on one side of the member, the connection will provide little bending resistance in the direction that causes the member to rotate about the weld, as shown in the middle and right of the figure below.

#### WELDED ON BOTH SIDES

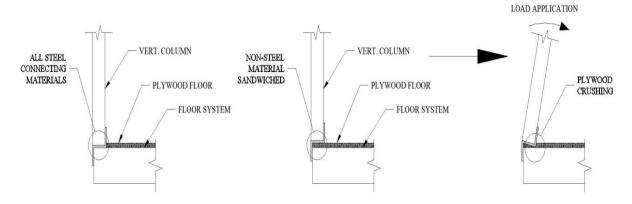
#### WELDED ON ONE SIDE



Avoid the inclusion of non-steel materials between steel structural components. There are two key reasons for this: First, non-steel components typically have adverse effects on the overall structures performance due to their poor mechanical properties, thus creating a weak point in the structure. Second, the inclusion of non-steel components creates difficulties when trying to connect the main structural steel components. In the figure below, left and middle, two very similar wall-to-floor connections are shown, except for the fact that the second connection includes plywood sandwiched between the steel components. This difference results in a connection that is much less stiff and exhibits lower strength due to the crushing of the sandwiched plywood, leading to a failure as shown on the right of the figure below.

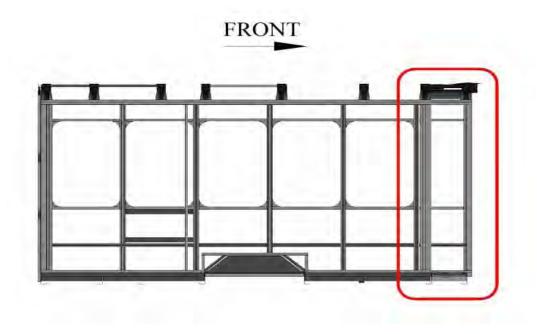
#### ALL STEEL CONNECTION

#### MIXED MATERIAL CONNECTION



Exterior skin and spray foam insulation can provide significant strength contributions to the bus structure depending on their composition and installation. This is most significant in short buses, as there is high variability in the cage construction along the length of the bus due to the presence of doors and wheel wells.

It is critical that the front of the passenger cage be designed and built to provide adequate strength and stiffness and not rely solely on its attachment to the cutaway cab for strength. This is important as the front of the passenger cage does not have a structural assembly capable of providing lateral stiffness in the event of an impact. Circled in red on the figure below is the area of interest.



- 2.12.2 All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. In addition to the Federal Motor Vehicle Safety Standards (FMVSS) or the Advanced Design Bus (ADB) Crash Worthiness Test requirements, the manufacturer shall also meet all applicable State of Florida Regulations in effect at the time of manufacture.
- 2.12.3 All dimensions, positioning of components, clearances, etc., shall be based on standard adult passengers.

### 2.13.0 FLOOR

- 2.13.1 Proposed floor construction utilizes a perimeter construction of 3" x 2 7/8" x 1 ½" 14 ga "hot rolled steel "C" channel, cross sections are 2" x 2 7/8" x 2" 11 ga "C" channels on 24" centers. Provision is made for the fuel sending unit access in the appropriate location.
- 2.13.2 Flooring shall be 5/8 inch thick, engineered wood Advantech with moisture barrier and sealed edges. Subfloor is fire retardant Advantech plywood attached to the floor frame with Tek screws. The seams are filled and the entire floor is sanded prior to application of the transit vinyl floor covering. The underside of the floor is sealed by application of spray-in-place foam.
- 2.13.3 The entire body frame under structure of the vehicle shall be primed on all surfaces, allowing the primer to cover all metal surfaces, applied at the time of manufacture. Any sub-component installed underneath the vehicle shall not be primed. Champion utilizes "Pure Asphalt # 76-M chassis coating for priming of steel structural components before assembly and subsequent to welding.
- 2.13.4 Manufacturer shall provide an access panel for the fuel pump assembly.

#### 2.14.0 WHEEL HOUSINGS

- 2.14.1 Rear wheel housing shall be constructed of 14 gauge (minimum) onepiece steel constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain. All steel shall be treated for corrosion resistance. In the event that tires extend beyond side of the vehicle, splash aprons and fenders shall be provided.
- 2.14.2 Front wheel housings are to be provided with the chassis cab section.

#### 2.15.0 INTENTIONALLY LEFT BLANK

#### 2.16.0 DOORS

- 2.16.1 Passenger entry door shall be a dual, electric swing out type with two glass windows. Clear door opening shall be a minimum of 30 inches wide by a minimum of 80 inches in height. Vehicles will include 11ga galvanized steel entry stepwells.
- 2.16.2 All entry doors shall utilize long-life friction reducing materials and/or methods at upper and lower door-leaf pivot points. All door header linkages and rotation points shall incorporate similar long-life friction reducing materials/methods in their construction.

- 2.16.3 If vehicle proposed has a passenger cab door, then the passenger entry door shall be in the body directly rearward of the passenger cab door.
- 2.16.4 The entry door shall be fully encompassed by an integrally welded steel door surround. The entire door surround shall be fully welded to the steel substructure (cage) and floor cross members and become an integral part of the vehicle structure. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, and dust around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors. Entry door is the A& M Systems dual leaf electric door. It has full clear span, 1/8" AS-2, tempered green tint glass. The frames are anodized 6063 T6-aluminum extrusions, both panels are identical and can be used either forward or aft position.
- 2.16.5 The passenger entry door shall function through the use of an electric door operator. This door operator shall be modular in design for easy installation and reliable performance. The door operator shall develop sufficient force to close the doors and keep closed during normal operation, while at the same time provide slam free operation. The door operator shall either open or close the door in approximately 2.5 seconds.

For emergency situations, a manual door release control shall be provided adjacent to the door, and shall be designed to permit simple operations to override the electric door operator. This manual door release control shall be quickly identified for emergency exit only. For normal operations, the door operator shall not open the passenger door until the transmission lever is placed in *PARK*. With the door in the open position, the transmission will remain locked in the *Park* position until the door is totally closed. The entry door shall be equipped with a sensitive edge as standard that will reopen the door when closed on a passenger or object in the doorway.

### 2.17.0 EMERGENCY EXITS

- 2.17.1 Hinge-out windows shall be installed for emergency escape Emergency escape windows shall comply with FMVSS-217.
- 2.17.2 A rear emergency door with upper and lower windows shall be installed. The emergency door shall be equipped with an audible alarm and light indicating to the driver, should the door be locked and or opened while the ignition is on. This door shall have a lock to

prevent entry from outside. In all seating arrangements a 12 inch wide (minimum) unobstructed aisle shall be provided leading to the rear emergency door.

- 2.17.3 The vehicle transmission shall not shift out of the park position when the rear emergency door is locked or when the door is unlatched or opened. An audible alert capable of 95 db(A) and a driver warning light shall be produced any time the emergency door is open and the ignition is on.
- 2.17.4 Emergency escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS-217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All emergency exits shall comply with F.A.C. 14-90.
- 2.17.5 Each emergency exit shall be identified with a 12 volt red LED lamp assembly, with a 10,000 hour life bulb, wired to the vehicle ignition circuit. This system, along with window signage, shall provide passengers with a clear identification of exit routes. Next to or immediately below each LED light fixture shall be a decal, one (1) inch Helvetica Medium white letters on red background, stating "Emergency Exit".
- 2.17.6 For standardization purposes, all vehicles shall be equipped with a Specialty Manufacturing Pro Lo roof hatch that is equipped with both an internal and external operating handle. Hatch shall open from rear toward the front.

### 2.18.0 SASH AND GLASS

2.18.1 Side sash shall be T-slider type. The sash shall be equipped with latches. Sash shall not slide (open or close) upon brake application. Side sash and rear glass may be either laminated safety glass or tempered safety glass.

Side sash glass	double density*
Rear end glass	double density*
Windshield glass	single density
Driver's window glass	single density
Right side glass opposite Driver	single density
Entrance door glass	single density

Tinting color shall be smoke (gray) .....single density

### \*NOTE: Maximum tinting shall be 31% light transmittance.

- 2.18.2 Glazing material shall be in accordance with the latest version of ANSI Z26.1, Safety Code for Safety Glazing Materials for Motor Vehicles Operating on Land Highways. Glass must be AS-3 tempered. Glass grade shall be visible on each window pane.
- 2.18.3 The street-side (left) rear most passenger window shall be fixed, not allowing the window to be opened. This is to keep exhaust fumes from entering the bus.
- 2.18.4 Window frames will be anodized black.

### 2.19.0 LIGHTS

#### 2.19.1.0 Exterior Lights

2.19.1.1 Tail brake lights, rear turn signals, back-up lights and state license tag light shall be LED fixtures. A center-top mounted third brake light shall be provided and it shall be an LED fixture. The mid-bus and front and rear marker lights shall all be LED fixtures. Vehicles will be equipped with "Sound Off" LED fixtures, meeting all FMVSS and SAE standards for exterior lighting. All lights are rated at 50,000 hours life expectancy and are warranted for 5 years.

### 2.19.2.0 Interior Lights

- 2.19.2.1 Vehicles shall incorporate side and/or center ceiling mounted interior lighting and shall be LED fixtures.
- 2.19.2.2 The number of lights and their light output shall be determined by providing a minimum average of 15 foot- candles illumination on a 1 square foot plane at an angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position. Floor surface in the aisles shall be a minimum of 10 foot-candles. For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 volt range. Each light fixture must have an integral power driver to maintain proper current and voltage to the fixtures.
- 2.19.2.3 There shall be two (2) shielded front passenger door floor/step well lights, wired to illuminate when the passenger door opens and shall be mounted to provide light on the entry floor platform and steps. The floor light shall meet with ADA requirements and shall activate only when the doors open and will turn off when doors close. The lights shall be LED type.

- A separate light shall be installed to illuminate the outside area on the ground surface to a level of no less than 1 foot-candle for a distance of three (3) feet beyond the doorway. The outside door light shall be located to prevent casting a shadow on the step tread and shall illuminate the platform when deployed. Lamps at the front passenger door shall comply with ADA requirements and shall activate only when the doors open. The light fixtures shall be LED type.
- 2.19.2.5 Vestibule (area between passenger door and driver seat) shall be illuminated to a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed.
- 2.19.2.6 The driver's seat and instrument panel area shall have a LED flush-mounted ceiling light to provide general illumination and it shall capable of illuminating the area between the lower half of the steering wheel nearest the operator and the operators seat, to a level of 10 to 15 foot-candles. This light shall be controlled by the operator through a switch on the front console or with the integral design of the light fixture. This light shall illuminate without ignition activation.
- 2.19.2.7 Instrument panel and switch panel shall be indirectly lighted in a way as to prevent casting a glare on the windshield. All light sources shall be located to minimize windshield glare when the bus is in motion, with distribution of the light focused primarily on the passengers' reading plane.
- 2.19.2.8 Light fixtures shall utilize an integral harness and weatherproof connector to inhibit water and dirt intrusion yet allow for easy removal and service. Lens material shall be polycarbonate. All light fixtures, excluding instrument panel and switch panel, in this section shall be LED. Vehicles will be equipped with "Sound Off" LED fixtures, meeting all ADA and SAE standards for interior lighting. All lights are rated at 50,000 hours life expectancy and are warranted for 5 years.

#### 2.20.0 REFLECTORS

2.20.1 Reflectors shall be size, type color and location required to comply with the requirements of both FMVSS - 108 and the regulations established by the State of Florida.

#### 2.21.0 STANDARD SEATS

2.21.1 Standard seating shall be *Freedman Feather Weight* Mid Hi Back seats. They must meet or exceed all applicable Federal Motor Vehicle Safety Standard including FMVSS 210 seat belt certification test. All

seats shall have the following minimum requirements. Upholstery material will be vinyl thirty-two ounce per linear yard. Colors are shown in Exhibit A, Part 1. The bidder shall provide a description of the seats they propose along with a copy of their seat pull test for the model bus.

### 2.21.2 INTENTIONALLY LEFT BLANK

- 2.21.3 All seat belts shall be the Freedman USR (Under Seat Retractor). Seat belts shall meet or exceed FMVSS 209 (seat belt assemblies, performance and strength) and FMVSS 210 (seat belt mounting certification.) The passenger seats, frames and seat belts should operate as a complete system. All two-point seat belts must be permanently mounted on the seat frame. Seat belts attached to the floor track or wall track are not acceptable. All seat belt retractors must be permanently located under or behind the seating position. All seat belts must be user friendly, easy to operate, lightweight, and durable with metal buckles.
- 2.21.4 All seat frames will be attached to the vehicle by the use of mounted tracks that are welded to the floor and walls.
- 2.21.5 All aisle seat positions are to have top grab rails. Grab rails must be molded and bolted to the seat frame structure. The grab rails must meet White Book test requirements.
- 2.21.6 Provide Freedman Seating Featherweight High Back rigid frame seats as an option (See Part 3: Options).

### 2.21.7 INTENTIONALLY LEFT BLANK

- 2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal, as an option: Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal (See Part 3: Options).
- 2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR as an option (See Part 3: Options).
- 2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased (See Part 3: Options).

#### 2.22.0 FOLD-AWAY SEATS

2.22.1 Forward facing seating shall be Freedman Aisle Maker 3-Step seats. They must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 210 seat belt certification test.

### 2.23.1 INTENTIONALLY LEFT BLANK

#### 2.24.0 DRIVER SEAT

- 2.24.1 OEM driver seat with right arm rest shall be standard. Seat shall be fully adjustable type and shall include shoulder and lap restraining belt with retractor and right armrest. The seat shall be vinyl and shall be color keyed to the passenger seats. Freightliners are equipped with Bostrom Talledega 910 High back air suspension seat, Internationals are equipped with National 2000 Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust.
- 2.24.2 Provide USSC Evolution G2E driver's seat with pedestal as an option (See Part 3: Options).
- 2.24.3 Provide Freedman Sport with Relaxor driver's seat as an option (See Part 3: Options).

### 2.25.0 FLOOR COVERING

- 2.25.1 Floor covering shall be slip resistant rubber flooring. Steps shall have a yellow edge or nosing to pronounce the presence of the step. A cove molding shall be installed in the body to the floor corners to aid in floor cleaning. The floor covering shall meet the requirements of FMVSS-302. At the step well(s), there shall be no lip or nosing overhang, the step tread flange shall be flush with the vertical riser to eliminate any tripping condition. Floor covering will be RCA transit vinyl, smooth under seats, ribbed in aisle and securement areas. Floor will incorporate a fuel sending unit access cover in the appropriate location.
- 2.25.2 There shall be a 2" wide white "Standee Limit" stripe set into the aisle covering located to the rear of the driver's section. The Standee Line shall meet the requirement of 49CFR section 393.90 and include a notice to passengers "Law Prohibits Passengers Standing Forward of the White Line While Bus in Motion", or approved equal phrase, posted in an area adjacent to white line and in clear view of passengers facing forward.

2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring as an option (See Part 3: Options).

### 2.26.0 INTERIOR FINISH

- 2.26.1 The interior walls and ceiling surface finish shall be reinforced plastic of sufficient thickness adequately supported to prevent buckling and provide a washable surface. Champion utilizes Luan backed vinyl panels for interior walls above seat rail.
- 2.26.2 All interior materials must comply with FMVSS-302.
- 2.26.3 Install driver safety partition as an option (See Part 3: Options).

### 2.27.0 GRAB RAILS & STANCHIONS

- 2.27.1 Handrails and stanchions shall be provided in the entrance of the vehicle and elsewhere in a configuration as specified in 49 Code of Federal Regulation, Part 38, Subpart B, and Section 38.29. Champion will install right and left full height stainless grabs in the stepwell and entry way.
- 2.27.2 There shall be a continuous ceiling-mounted grab rail on both sides of the aisle (except over doorways), vertical stanchions from floor to ceiling or seat back grab handles to provide a passenger with secure holding areas from front of the vehicle to the rear. In the positioning of stanchions and grab handles, there shall be no more than 38 inches between one holding device and the next, from one end of the aisle way to the other. The 38-inch dimension can be figured longitudinally of the body, across the body or diagonally from one to the other.
- 2.27.3 Ceiling grab rails shall terminate into vertical stanchions or turn up into the ceiling. No exposed ends will be accepted.
- A modesty panel shall be positioned at the rear side of the entry door. Panel shall be mounted with 1½ 2 inch spacing between the bottom of the panel and the floor to facilitate cleaning the floor. Modesty panel material is ¼" composite plastic, grey in color, attached to 1 14" stainless stanchions with threaded fasteners and nuts. The forward side of this panel shall include a handle for boarding and alighting passengers in line with the door grab handles described above.
- 2.27.5 Grab rails and stanchions shall be made of 1¼ inch diameter stainless clad tubing, stainless clad shall be 0.02 inches thick. Fitting ells, tees, flanges and bolts shall be stainless steel. Ceiling grab rail support brackets shall be stainless steel or anodized cast aluminum. Grab

rails/handles shall be mounted on both sides of the passenger door entry. Propose other available material options for stanchions and hand rails.

2.27.6 Provide Powder-Coated handrails and stanchions as an option (**See Part 3: Options**).

#### 2.28.0 CONTROLS AND SWITCHES

2.28.1 All controls and switches shall be mounted within easy reach of the driver. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for night time operation in such a way as to prevent glare in the windshield or driver's side windows. The gauges and alarms required are further described in **Part 2**, **Exhibit 2**: **Instruments.** 

### 2.29.0 HEATER/DEFROSTER

- 2.29.1 The OEM and passenger heater unit(s) must achieve a 65 degree interior temperature with an empty coach when the ambient temperature is "0" degrees Fahrenheit within 30 minutes (measured at front mid-vehicle and rear in the vehicle). Additional passenger compartment heater(s) shall be mounted to the floor under seats at the manufacturer's standard location to produce an even interior temperature. The blower motors for the passenger compartment heater system(s) shall be easily accessible for servicing and controlled by a three-position switches having HIGH, LOW, and OFF positions. All passenger compartment heaters shall be shielded to prevent blowing hot air onto the passenger's legs. Interior heating must meet performance standards described above. Manufacturer must submit testing results with the proposal.
- 2.29.2 There shall be vacuum/electric shut-off valves in the heater piping. A booster pump may be required to meet the above performance standard with gasoline engines and shall be standard with diesel engines.
- 2.29.3 Heater hoses shall be of top quality silicon material. Hose clamps shall be stainless steel constant torque type. Hoses will be insulated with wrap-around foam pipe insulation.
- 2.29.4 Hoses shall be protected and supported by approved clamps in all locations where they are close to or pass through metal frame members to prevent chafing. Hoses shall be shielded against heat at

any location where they pass over or near any part of the exhaust system.

### 2.30.0 SUN VISOR

2.30.1 Sun visor shall be padded type, fully adjustable, to provide sun glare protection at the windshield or the driver's side window. A friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

### **2.31.0 MIRRORS**

- 2.31.1 Two (2) exterior rear view mirrors shall be provided; one (1) at the driver's left side mounted in the OEM location, one (1) on the right/curb side. The mirrors shall have a minimum of 60 square inch reflective area. The mirrors shall be mounted out of the driver's normal driving line of vision to prevent "blind spots". The Velvac 2020SS exterior mirror shall be standard on the Ford and Chevy chassis'. International and Freightliner chassis' will use OEM heated remote mirrors. Mirrors must be adjustable to meet FAC 14-90.
- 2.31.2 One interior view mirror shall be located above the windshield and shall be a C & J Mirror BDS Dead Angle Mirror, or approved equal.

  One OEM rear view mirror shall be windshield mounted.
- 2.31.3 All mirror mountings will be sufficiently rigid to prevent viewing distortion due to vibration. Exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic bus washers.
- 2.31.4 Provision shall be made for a minimum 5 inch convex mirror on each side of the vehicle attached permanently to the exterior view mirrors.
- 2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat. (See Part 3: Options).

### 2.32.0 EXTERIOR FINISH

2.32.1 All welds shall be chipped to remove slag. All metal parts shall be degreased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again. The body utilizes 20 ga

galvanized skin on skirts, side wall, rear wall, and roof and fiberglass on the front "cap", and molded ABS around the perimeter between rear wall, roof and side walls.

- 2.32.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Black-out windows are standard. Champion utilizes prefinished exterior panels, but when repairing or repainting, PPG products are used in a HVLP paint system in a down-draft heated booth. Proposed vehicles include full length rub rail on each side of the vehicle. Vehicles shall come standard with a quality painted white finish.
- 2.32.3 Proposals shall include samples of the manufacturer's most popular paint schemes with pricing, as noted in **Part 6, Paint Schemes**.

### 2.33.0 RUST PROOFING

- 2.33.1 The entire underbody, including wheel housings shall be rust proofed with Primer. Vehicles will be sprayed with Ziebart ZPR 1015-FR rust-proofing emulsion.
- 2.33.2 Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft.

### 2.34.0 **BUMPERS**

- 2.34.1 Bumpers shall be provided at both front and rear of the vehicle. The front bumper shall be OEM chrome. Rear bumper shall be steel and painted black. The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4-each side). Bolts shall be a minimum 7/16 inch grade 8 or approved, and must have a flat transition panel from the body to the bumper.
- 2.34.2 Provide Romeo Rim HELP bumper as an option (See Part 3: Options).
- 2.34.2.1 Provide Reverse Assistance System bumper as an option (**See Part 3: Options**).
- 2.34.3 Provide Reverse camera and monitor backing system as an option (See Part 3: Options).

### 2.35.0 INSULATION

2.35.1 Champion utilizes spray-in-place urethane foam in side walls, roof, under the floor, and rear wall. The foam fills all the voids in the structures to provide maximum thermal and acoustical insulation while providing adhesion for interior and exterior paneling. The "r" value averages at about 4 for the foam. The front cap is insulated with "Astro-Foil" reflective insulation.

### 2.36.0 AIR CONDITIONING

Only an FDOT approved supplier is qualified for installation on TRIPS Contract vehicles. Current FDOT approved suppliers are ACC Climate Control and Trans AIR.

- 2.36.1 The air conditioning equipment <u>must</u> be capable of cooling buses to meet or surpass the minimum requirements of **Part 2**, **Exhibit 9**: **Air Conditioning Pull-Down Test Procedure**.
- 2.36.2 Vehicles shall have a totally split system. No "Add-On Systems" shall tie into OEM System in any way.
- 2.36.3 Air circulation shall be high volume with low velocity to provide draft-free passenger comfort.
- All hoses shall be routed and secured in such a way that they will not rub or chafe. Routing of these hoses shall not interfere with the access of routine maintenance items such as dip-sticks, air filters, or access doors. When routing hoses under the coach the hoses shall be run in a straight line and shall be secured with rubber or plastic coated p-clamps every 12 inches. Refrigerant hoses shall be a refrigerant type double braided barrier construction. Refrigerant fittings shall be "Quick Click" or equivalent. Hoses and fittings must be qualified to SAE specification J2064. AC System shall be equipped with a digital control panel with diagnostic capabilities.

### 2.36.5 INTENTIONALLY LEFT BLANK

2.36.6 Provide air purification system as an option (**See Part 3: Options**).

### 2.37.0 WHEEL CHAIR LIFT

2.37.1 The wheel chair lift, its design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 49 CFR Part 571, and Florida Rule Chapter 14-90 [Equipment and Operational Safety Standards Governing Public-Sector Bus Transit Systems]. General guidelines for

the lift are provided below. Omission in this guidance does not relieve proposer from compliance requirements of the ADA or Florida Statue – Chapter 14-90.

- 2.37.2 Vehicle shall be equipped with a fully automatic wheelchair lift mounted on the curbside of the vehicle, accessible via access doors. The lift door on the right side of the vehicle shall meet ADA measurement requirements with doors open and the lift deployed to floor level. The lift shall be mounted so as not to detract from structural integrity of the vehicle. The lift gate shall be of heavy-duty frame design. The wheelchair entrance door shall be open swinging type with window. Dual lift doors are proposed. The complete door assembly and surround is fitted inside the 1" x 2" 14 ga door frame which is integrally welded to the sidewall and roof. The door assembly is attached to the frame with 24 ea # 8 x 32 self-drilling screws spaced equally around the perimeter of the opening. Vinyl insert covers the screw heads. The outer edges of the wheelchair access doors shall be weather-stripped with a continuous strip to provide a watertight seal. A cylinder type gas shock mechanism for opening and closing the door shall be installed. This mechanism shall be capable of holding the door in the fully open position when the lift is in use. The wheelchair lift shall be installed using the instructions and hardware provided by the lift manufacturer. A minimum of four (4) support bars installed underneath the floor are required.
- 2.37.3 The lift shall have a self-cleaning, see through; non-skid platform (minimum 32" wide) which shall fold and unfold. The lift shall have provision for manual operation in the event of a power failure so that the platform can be operated. Lift shall be a RICON Model S5510, Braun Model NCL919IB-2, or Maxon Model WL-6A3353, with the agency given the option of selection. A Ricon Klear-View lift or Braun model NVL917IB may be used as a rear door lift upon obtaining written approval from FDOT (See Part 3: Options). Such request shall be submitted in writing by the agency requesting the rear lift. The useable platform space must be fully maintained in operation from ground surface to provide a minimum 5 inch barrier to prevent the wheelchair from rolling off the lift during operation. If the hinged barrier is automatically activated, it must be designed to allow for manual operation. A barrier at least 4 inches high shall also be provided on each side of the platform to prevent wheelchairs from rolling over the side edges.
- 2.37.4 The lift components, including the platform, shall be easily disassembled to facilitate repairs and replacement of parts.

release.

Part 2

adjusting tension controllers for tightening and have the ability for quick

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2.38.6	The wheelchair or mobility aid retractors shall be equipped with "S" or "J" hooks to simplify operation.
2.38.7	The wheel chair or mobility aid retractors shall be capable of being mounted directly to the vehicle structure using a retractor mounting kit. Q'Straint Slide N' Click system or SURE-LOK So-Lo system will be used.
2.38.8	The occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12 inches.
2.38.9	The tie-down system shall be able to secure a standard wheelchair or mobility aid in less than 10 seconds. A set of four (4) "webbing loops" is to be provided at each station.
2.38.10	The retractor securement system shall meet the following requirements:
	<ol> <li>30MPH/20G impact test criteria per SAE J2249; and</li> <li>49 CFR Part 38 Americans with Disabilities Act (ADA).</li> </ol>
2.38.11	The occupant restraint system shall meet the following requirements when used in conjunction with the retractor system:
	<ol> <li>Federal Motor Vehicle Safety Standards (FMVSS209 &amp; MVSS302);</li> <li>49 CFR Part 38 Americans with disabilities Act (ADA); and</li> <li>30MPH/20G impact test criteria SAE J2249.</li> <li>Floor attachments shall be installed according to appendix F in SAE J 2249.</li> </ol>
2.38.12	Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.
2.38.13	Manufacturer shall install all restraint hardware provided (including under floor backer plates) by the sub-component supplier and by the instructions provided by the sub-component supplier. All securement stations must be ADA compliant.
2.38.14	Provide a stretcher securement system in the rear aisle of the bus as an option. Proposer to provide brand name of stretcher securement system. System must meet the criteria listed: (See Part 3: Options).
2.38.15	Provide a replacement stretcher bed (only) as an option (See Part 3: Options).

### 2.39.0 SAFETY EQUIPMENT

Each vehicle shall be provided with the following equipment as standard:

- 2.39.1 Provide a Zee Deluxe Medical Truck Kit, or approved equal, (see **Part 2, Exhibit 3: ZEE Medical Kit Supplies)**, mounted in an accessible location.
- 2.39.2 Provide a Fire Extinguisher, 5 pound rechargeable ABC type, with charge status gauge and decal noting most recent charge date. This unit shall be mounted in an easily accessible interior location near the driver's position and/or vestibule areas.
- 2.39.3 Provide Warning Triangles, reflective type, three (3) unit kit, secured in a location readily accessible to the driver.
- 2.39.4 Provide two (2) Seat Belt Cutters, mounted in an accessible location, one near the wheelchair ramp and the other accessible to the driver.
- 2.39.5 Provide a Blood Pathogen/Bodily Fluid Spill Kit, secured in a location readily accessible to the driver, and manufactured by the First Aid Only Company, or approved equal. The Kit must meet federal OSHA regulation 29CFR1910.1030(d)(3)(i).
- 2.39.6 Provide a Jones Oxygen Tank Holder, MOR/ryde International MR56-141, shipped loose inside each bus at delivery. Dealer to install at a location selected by Purchaser.
- 2.39.7 Provide a Signal Quest vehicle data recorder part # SQ-RPS-0008 provided as standard equipment. System should be a G-force accelerometer monitor and recorder as standard, configured with 2 Accelerometer devices allowing it to detect and record G-forces in 3 axes, front/rear left/right up/down. System should also provide the following inputs: reverse, brake and left and right turn signals. Data shall be recorded and retained for a maximum of 60 seconds before and 15 seconds after an event.
- 2.39.8 Provide Fog Maker fire suppression system as standard equipment. System to be equipped with 4 nozzles at minimum, located in the engine compartment connected to a piston accumulator that contains a water-based liquid fire suppressant agent. The size of the piston/accumulator and number of nozzles shall be determined by the manufacturer based on vehicle size and configuration.

	partment of Transportation <u>nsit Office</u> Part 2
2.39.9	Provide Amerex Small Vehicle System (SMVS) automatic fire suppression powder system, or approved equal, as an option (See Part 3: Options).
2.39.9.1	Provide Kidde Fire Suppression System automatic fire suppression system, or approved equal, as an option (See Part 3: Options).
2.39.11	Provide in-vehicle computer as an option (See Part 3: Options).
2.40.0	PA & ENTERTAINMENT SYSTEMS
2.40.1	Standard bus contains no PA or Entertainment System.
2.40.2	Provide public address system as an option (See Part 3: Options).
2.40.3	Provide radio upgrade.
2.41.0	DESTINATION SIGN
2.41.1	Standard bus contains no Destination Sign.
2.41.2	Provide a manually operated destination sign as an option (See Part 3: Options).
2.41.3	Provide Twin Vision Elyse software Electronic Destination system as an option (See Part 3: Options).
2.41.4	Provide Twin Vision Mobi-Lite electronic destination sign as an option (See Part 3: Options).
2.41.5	Provide Transign Vista Star electronic destination sign as an option (See Part 3: Options)
2.41.6	Provide Transign LLC 2-digit incandescent backlight as an option (See Part 3: Options).
2.41.7	Provide Transign LLC 3-digit incandescent backlight as an option (See Part 3: Options).
2.41.8	Provide a "STOP REQUESTED" sign as an option (See Part 3: Options).
2.42.0	OTHER MANUFACTURER/DEALER OPTIONS
2.42.1	See Part 3: Options.

Updated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as such

# **EXHIBITS**

### **TRIPS Database Dealer Requirements**

The Florida TRIPS (Transit- Research- Inspection- Procurement Service) Database is managed by the Florida Department of Transportation (FDOT) and administered by the Center for Urban Transportation Research (CUTR) in Tampa. The TRIPS Database is an online application developed to record the vehicles purchased through the TRIPS Program. Type of information collected include: Purchase Order data, Vehicle Description, Vehicle Status, Pre-delivery Vehicle Inspections Defects and Warranty issues.

The TRIPS Database can be found at www.cutr.usf.edu/fvpp2.

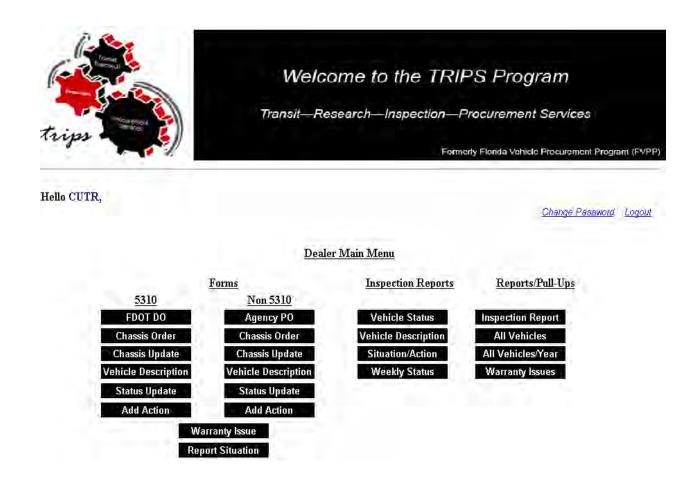
The Dealer is required to enter their vehicle information into the database. The type of data that needs to be entered includes the DO number for a 5310 vehicle and the Purchase Order information if the vehicle is a Non-5310. For both 5310 and Non-5310 the dealer is required to enter data into the Chassis order form (vehicle body serial number and VIN number), the vehicle description form and vehicle status update form.

All vehicle data must be entered into the TRIPS database prior to its delivery to TRIPS Springhill Bus Inspection & Testing facility, located in Tallahassee, FL. VIN#'s must be entered into the TRIPS database within 10 days after issuance of the PO. Any vehicles arriving at the TRIPS Springhill facility without the VIN# in the database will not be inspected until this information is complete in the TRIPS Database. Failure to enter prescribed vehicle information into the TRIPS database will result in contract suspension after two (2) violations.

After the vehicle has been inspection, the dealer is <u>required</u> to enter all actions taken to correct defects found on the vehicle during the TRIPS vehicle inspection in the Action Taken Form.

The Dealer is also required to report warranty issues with the vehicle after the vehicle has been delivered and report the actions taken to fix these issues during the entire warranty period.

The Dealer page also provides reports for individual vehicle and reports for all vehicles sold by the dealer. Description of the forms and reports on the dealer page are provided below.



#### **DEALER FORMS**

#### **FDOT Form**

Applicable only to 5310. Tthis form submits the Agency Name, PO#, DO# and DO Issue date.

#### **Agency PO Form**

Applicable only to non-5310, this form submits information on the vehicle purchased.

#### **Chassis Order Form**

Common to both 5310 and non-5310 vehicle, this form requires the Body Serial number and VIN number of the vehicle.

#### **Chassis Update Form**

This form allows the dealer to update or correct an already entered VIN number or Body Serial number.

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#### **Vehicle Description**

This form describes what is on the vehicle; seats, engine type, wheelchair lift etc.

#### Vehicle Status Update Form

This form allows the dealer to update the current status of the vehicle's production.

#### Add Action Form

Reports the Action Taken on an already existing situation such as defects found during the inspection or warranty issues.

#### **Warranty Issues**

This form is used to report vehicle warranty-related issues.

#### New vehicle situation form

For a vehicle that has not been put into the database using any of the forms above, a situation could be reported using this form.

#### **DEALER REPORTS**

#### **Vehicle Status Report**

The Vehicle Status report contains purchase order information about the selected vehicle.

#### **Vehicle Description Report**

The Detailed Vehicle Record report contains information about the selected vehicle.

#### Vehicle Inspection Issues Report for a Selected Vehicle

The Vehicle Inspection Issues Report provides information about the selected 'Situation' and it's 'Action Taken' for a selected vehicle.

### Vehicle "Weekly Status" Report for a Selected Vehicle

The Weekly "Vehicle Status" Report provides the status of the vehicle and date updated.

#### **Inspection Report**

This report pulls up all the inspection-related information of a vehicle

#### Comprehensive Vehicle List

This list pulls up the details of all vehicles under your dealership.

### **Chassis Year Pull Up**

Almost similar to the comprehensive list, this list allows the dealer to view the list of vehicles during a specific year.

### **Warranty Issues Pull Up**

This option generates a list of all vehicles which have been reported to have warranty issues.

### **Instruments**

DISPLAY	GAUGE	LIGHT(S)	AUDIBLE
VOLTMETER	X	Х	
HIGH ENGINE WATER TEMP	X	X	Х
LOW ENGINE OIL PRESSURE		X	Х
FUEL GAUGE	X	X (Low fuel warning)	
GENERATOR/ALTERNATOR NOT CHARGING	X	Х	Х
REAR EMERGENCY DOOR OPEN or UNLATCHED		X	Х
DIRECTIONAL / HAZARD SIGNALS		Х	Х
HEADLIGHT HIGH BEAM		Х	
PARKING BRAKE ON		Х	
SPEEDOMETER WITH ODOMETER	Х		

**NOTE:** The instrument package above shall be provided by the chassis manufacturer. After market substitutes will not be accepted.

# **ZEE Medical Kit Supplies**

Contents	Amount	"ZEE" Number
Deluxe Kit, Metal, Empty	1 box	#0106
Clean Wipes 50/Bx (Zee)	5 each	#0203
Antibacterial Towelettes	20/box / 1 box	#0225
Tape, ½" X 5 Yd. Spool (Zee)	1 each	#0301
Eye Wash, Sterile	1 each 4 oz.	#0606
Sheer Strip 1"	100 per box	#0731
QR Wound Seal	2 per package	#0795
Sterile Dressing 5" X 9"	1 each	#0910
Elastic Roller Gauze N/S	2" X 4.5 YD, 1 each	#0943
Pain-Aid	100 per Box (Zee)	#1417
First Aid Pocket Guide	1 each	#2331
Small Instant Ice Pack	1 each	#2353
Bandage, Triangular 40" N/S	1/Un, 1 each	#2605
3-in-1 Antibiotic Ointment	6 per unit, 1 each	#2611
Fingertip Bandages	10 per unit, 1 each	#2620
Gauze Pads, 3" X 3"	1 each	#2626
Knuckle Bandages	10 per unit, 1 each	#2627
Water-Jell Burn Jell	6 per box, 1 each	#2651
Eye Pads w/Adhesive Strips	2 per unit, 1 each	#2695
Nitrile Gloves, Large	2 pairs, 1 each	#3044
Disposable Tweezers, Sterile	1 each	#3538

FLORIDA DEPARTMENT OF TRANSPORTATION

# **BRAKE TEST PROCEDURE**

# **OVERVIEW**

This test is the brake performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

# **TEST CONDITIONS / EQUIPMENT**

The test will be performed on a level asphalt parking lot or street in dry conditions. The test will be performed using a VC-4000 Brake Meter that records acceleration, test speed, brake efficiency and stopping distance. The test will be performed at a speed of 20 miles per hour. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

# TEST SET-UP

- 1. Using the, VC-4000 Brake Meter ensure the battery is charged sufficiently.
- 2. Choose a safe test area in the vehicle that is level as possible.
- 3. Place the Brake meter in the vehicle with the arrow pointing in the direction of travel.
- 4. Press MENU until the current mode is service brake test.
- 5. Press the auto start button and the display will indicate whether or not the unit is level enough to perform the test.

# TEST PROCEDURE

- 1. With vehicle in stopped position, driver will accelerate to 22 miles per hour;
- 2. Without causing the vehicle to skid, apply heavy and consistent pressure to the service brake until the vehicle comes to a complete stop as quickly as possible.
- 3. The test is now complete. Unit will calculate 20 miles per hour stopping distance.

Perform the test at 20 miles per hour. Record the stopping distance of each test using a VC-4000 to record brake performance, speed and stopping distance. Perform the test without passenger load, and then perform the test with the vehicle fully loaded to seating capacity. The test without passenger load is for FDOT information purposes only.

# SYSTEM TEST RESULTS

Each test at 20 miles per hour will be performed 3 times in a rapid succession and recorded. From the time the brakes are applied the bus must stop within 22 feet without brake fade.

The bus will fail the test if;

- a. The vehicle fails to stop all 3 times, from 20 miles per hour in 22 feet.
- b. The brakes fade or overheat during the test.

# INVALID TEST

The test will be deemed invalid if;

- a. Surface conditions change due to rain;
- b. Recordings are checked and any conditions are not met

## **FDOT Parking Brake Test**

FLORIDA DEPARTMENT OF TRANSPORTATION

# **EMERGENCY/PARK BRAKE TEST PROCEDURE**

# **OVERVIEW**

This test is the park brake performance standard for all transit equipment purchased through Transit Research Inspection Procurement Services program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

## TEST CONDITIONS / EQUIPMENT

The test will be performed on a 15 degree incline ramp in dry conditions. The surface angle will be verified using a Johnson Angle Locator. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

# TEST SET-UP / PROCEDURE

- 1. Perform a complete system check assuring the emergency/park brakes are in proper working condition, tires are in good condition and properly inflated, minimum of ½ tank of fuel.
- 2. Install and secure correct testing ballast weight in each seating and wheelchair position;
- 3. Verify that ramp angle is at 15 degrees;
- 4. Position bus on ramp in forward position (front end up);
- 5. Place wheel chocks two inches behind right side and left side rear tires;
- 6. Place indicator marks on both rear tires and ramp surface;

- 7. Set parking brake to the fully on position;
- 8. Place transmission in the neutral position;
- 9. Monitor and record any movement of the bus for 30 minutes;

After 30 minutes, reposition bus to be in a rearward position (front end down); Repeat the above procedure.

# SYSTEM TEST RESULTS

The bus will fail the test if;

- a. There is more than one inch of movement in the 30 minute time period in either position;
- b. The brakes display any signs of slippage during the test.

# **INVALID TEST**

The test will be deemed invalid if:

- a. Any of the specified procedure steps are not followed;
- b. Surface conditions change due to rain.

## **Alternator Output Test**

FLORIDA DEPARTMENT OF TRANSPORTATION

# ALTERNATOR OUTPUT TEST PROCEDURE

# **OVERVIEW**

This test is the alternator output test for all transit equipment purchased through Florida Transit Research Inspection Procurement program contracts. This test will be performed on all aftermarket alternators that are recommended by bus manufacturers to replace the OEM alternators. FDOT desires to have this test replicate an environment that simulates severe duty transit operations. The FDOT will test one of each type of alternator to be used on the transit vehicles and could include OEM alternators.

# **TEST CONDITIONS / EQUIPMENT**

This test will be performed at the FDOT Bus Inspection, Testing and Research facility in Tallahassee, FL. The subject alternator is tested using a Crumbliss 2115 Alternator test machine. It is encased in an aluminum heat-shroud containing a thermometer. Heat is provided by a 500 degree heat gun attached to the heat-shroud. This set-up provides a simulation of under-hood operating conditions. During testing, a 12 volt battery is used to maintain the charging system. DC *on/off* switches control two 12" DC condenser fan motors to prevent the battery from overcharging.

# TEST SET-UP

- Install subject alternator into testing machine vise;
- 2. Determine appropriate size alternator pulley to be used;
- 3. Determine tester pulley size to drive alternator at correct engine idle RPM:
- 4. Install drive belt between alternator pulley and tester pulley;

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- 5. Check that both pulleys are properly aligned;
- 6. Attach correct test leads to alternator being tested;
- Connect cables to 12-volt battery;
- 8. Note the RPM levels to be used during test.
- 9. Place heat-shroud over alternator/vise assembly;
- 10. Position heat gun;
- 11. Turn on test machine cooling fans; (switch located on left side of the tester)
- 12. Turn on BATTERY switch; (if required for particular test)
- 13. Turn on START switch;
- 14. Set MOTOR switch to *Slow* position;
- 15. Set VOLT switch to 12 or 24 volt position;
- 16. Set PULLEY knob to diameter of pulley being used;

# TEST PROCEDURE

- Adjust RPM to engine idle speed;
- Turn FIELD CURRENT load control from minimum position slowly toward maximum position until VOLT gauge reads 12.4;
- 3. Note reading from AMP gauge;

#### This reading is Maximum Output at Idle under Full Load;

Follow below, to determine SAE (hot) rating Performance Curve; Raise RPM up gradually another 500 RPM; Note reading from AMP gauge;

> Raise RPM up gradually another 500 RPM; Note reading from AMP gauge;

> Raise RPM up gradually another 500 RPM; Note reading from AMP gauge;

> Raise RPM up gradually another 500 RPM; Note reading from AMP gauge;

The above readings can be used to plot performance graph;

- 4. Take temperature reading of housing surface, starter, rotors and both bearings;
- 5. Record and file all readings on each tested alternator;

During the test period, the temperature inside the heat shroud will be between 120 - 150 degrees F. The alternator will run at minimum idle speed (600 rpm) for 30 minutes and at maximum rpm speed (2000) for 30 minutes.

The alternator amperage output, minimum battery voltage and temperature condition of the alternator will be continuously monitored.

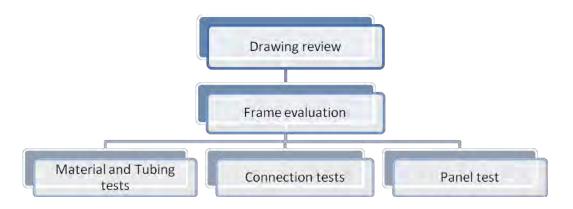
# SYSTEM TEST RESULTS

Alternator will be considered "failed" if:

- a. Amperage output falls below the maximum amperage draw for the type bus it will be used on;
- b. Amperage output falls below the advertised output curve on a "hot" rating based on RPM increments.

#### **Pre-Qualification Structural Test Procedure**

The test procedures defined below are the first phase of evaluating the body structure for all Paratransit buses purchased through TRIPS Program contracts. All tests must be successfully passed before a manufacturer is considered Pre-Qualified. The test procedure hierarchy chart and a quick summary of the tests are provided below. The full test procedure may be obtained from the TRIPS website (www.tripsflorida.org).



**Drawing review** – Complete assembly drawings (2-D or 3-D) will be provided for evaluation. These must include location and type of all connections (welds, bolts, etc.). After evaluation the manufacturer will receive a report, based on knowledge gained from previous evaluations, noting any structural issues.

**Frame evaluation** - A full body cage consisting of only structural tubing and plate will then be constructed and transported to FDOT Springhill Road Test Facility. This cage should be constructed using normal production methods and include the entry stairwell and front cap. The frame will fail the evaluation if it is inconsistent with the assembly drawings, is not representative of normal production, or if it fails the minimum structural requirement outlined below in the section titled "Connection Tests".

**Material and Tubing Tests –** The material and tubing tests are conducted to assess the strength of the bus structural tubing. Tensile testing will be performed to obtain the stress-strain relationship and four-point bending testing will be performed as a direct measure of the tubing performance.

Connection Tests – The connection test is conducted to assess the strength of the roof to wall (RTW) and wall to floor (WTF) connections. It is conducted by fixing one half of the connection and then slowly applying a force to the other half. The moment required to rotate the sample through 16.7 degrees will be measured and used to calculate the energy dissipated. To account for different column spacing this amount will then be scaled based on the panel width. The WTF connection will fail the test if it is unable to dissipate 290 J per meter of connection length. The RTW connection will fail the test if it is unable to dissipate 140 J per meter of connection length.

**Sidewall Panel Test** – The sidewall test is conducted by dynamically impacting the sidewall using a large impact hammer. The maximum panel deflection is measured after impact. To account for different column spacing the hammer's potential (initial) energy is scaled based on the panel width and equals 600J per meter of panel width. The panel will fail this test if after its maximum deflection exceeds 150mm with after impact.

# FDOT Crash and Safety Test Approval Process (Full Scale)

This document is a summary of the "Crash and Safety Testing Standard for Paratransit Buses Acquired by the State of Florida", called STANDARD later on for brevity. All references here are made to the full document of the STANDARD which can be obtained from the Florida Transit Research Inspection Procurement Services website (www.tripsflorida.org).

### **APPROVAL**

- 1. Full scale crash tests include:
  - o Side impact test
  - Rollover test

Successful performance of both tests is required for the approval of the paratransit bus.

2. An uncompromised residual space concept (Appendix 1) is adopted in this standard as a pass/fail criterion, see Figure 1.

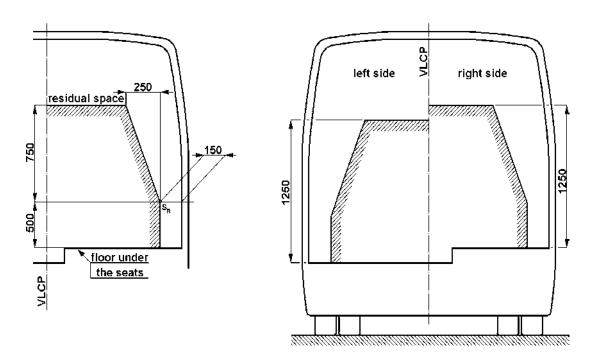


Figure 1. Specification of residual space in cross section of the bus.

Dimensions in mm.

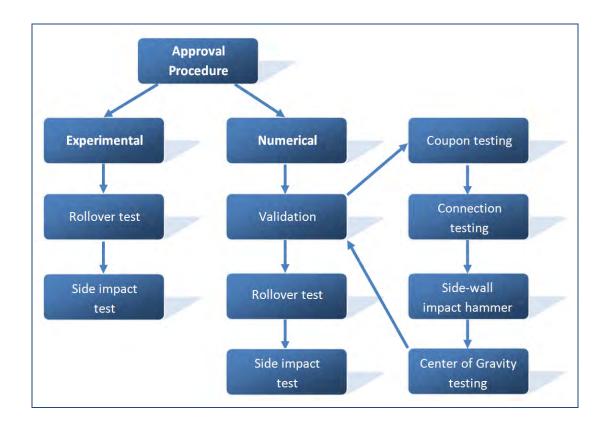
- 3. Performance of a paratransit bus in side impact and rollover tests shall be assessed by either:
  - Experimental, full-scale crash tests (Appendices 6 and 7), or
  - Computational analysis using FE method (Sections 3, 4 and 5).

Both methods are considered equivalent and either one may be selected by the bus manufacturer for the bus approval. The paratransit bus is considered to be crashworthy and safe if its residual space (as defined in Appendix 1) is not compromised through either intrusion (Section 5.3.1) or projection (Section 5.3.2).

If the manufacturer chooses computational analysis as the testing method, the following information shall be supplied to the technical service:

- A description of the applied simulation and calculation method which has been utilized.
- Clear precise identification of the analysis software, including at least, its producer, its commercial name, the version used and contact details of the developer,
- Information about model validation process.

- 4. The experimental full-scale crash test becomes mandatory if the paratransit bus fails either one of the computational analysis tests, as listed in Section 6.2.
- 5. All major elements of the crash and safety assessment program are presented schematically in Figure 2 and are described in detail in the STANDARD.



FLORIDA DEPARTMENT OF TRANSPORTATION

# AIR CONDITIONING PULL-DOWN TEST PROCEDURE

#### **OVERVIEW**

This test is the air conditioning and performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT desires to have the test performed in an environment that simulates severe duty transit operation. To do this, the FDOT must test in a non-controlled environment. The FDOT will test one or more buses from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

#### **TEST CONDITIONS / EQUIPMENT**

The test will be performed on an asphalt parking lot in direct sunlight. The vehicle will be surrounded by a wall five (5) feet high, fifteen (15) feet wide and the length adjusted to the length of the bus. The minimum ambient temperature must be 94 degrees plus or minus 3 degrees Fahrenheit with a minimum 60% relative humidity. All temperature measurements will be recorded in degrees of Fahrenheit using a Measurement Computing, MCC Data Acquisition Software TracerDAQ configuration. MCC Data Acquisition is calibrated using InstaCal Software. Pressure readings are taken using a Yellow Jacket 686800 Manifold gauges. Voltage readings are taken using a Fluke model 78 automotive multimeter. Amperage readings are taken using a Fluke model 336 True RMS Clamp Meter.

#### TEST PROCEDURE

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Perform a complete ultrasonic leak detection test of the air conditioning system. If the system fails the leak detection test do not proceed any further.

Check to see that all windows and doors are closed properly, with no gaps or leaks. Check interior engine cover for a proper seal. Connect all test equipment. Heat soak the bus under test conditions for a minimum of two hours. Record the date, time of day, vehicle identification number and location.

At the end of the 30 minute A/C pull down test there will be a 30 minute heat soak test performed to determine the efficiency of the insulation in the bus using the same measurement equipment used for the A/C pull down test. The heat soak test results will be considered as a part of the star (\*\*\*\*) rating of the overall performance of the A/C system (see Star Rating Guidelines for A/C).

In addition, the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will also result in one star, if lowest of all systems tested (see Star Rating Guidelines for A/C).

The test reading locations are as follows:

- C0 Ambient air temperature; take outside of the vehicle, away from mechanical and radiant heat sources, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C1 Bus interior temperature; take reading 48 inches to 52 inches from the rear wall, four feet above the floor surface, using an Onega Engineering J-Type 5 position Fine Wire Thermocouple.
- C2 Bus interior temperature; take reading at the center line of the bus interior, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C3 Bus interior temperature; take reading at the first row of seats, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C4 Rear evaporator core temperature; take reading near the center of the core, using an Omega Engineering J-Type ICSS Thermocouple.
- C5 Bus engine compartment temperature; take reading above engine near the fire wall, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C6 Condenser core temperature; take reading near the center at the air in side, using an Omega Engineering J-Type ICSS Thermocouple.

C7 Condenser air temperature; take reading near the center at the air out side, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

Take pressure readings at the service ports of add on/second stage A/C system, using a Yellow Jacket 686800 manifold gauges.

Take voltage readings at the battery or batteries using a Fluke Model 78 automotive multimeter.

Take amperage readings at the positive cable from the battery or batteries using a Fluke model 336 True RMS Clamp Meter. Amperage draw of the A/C system will be checked after the pull down test is complete.

With the vehicle in park, all doors and windows closed, start the engine, turn on the air conditioning system; set a/c system to maximum cooling positions; turn on all interior and exterior lights and let it run with the high idle on, (approximately 1200 RPM on diesel engines and approximately 1500 RPM on gasoline engines). If the high idle is designed to automatically turn off after the first 15 minutes the driver's door will be opened and the high idle turned back on for the last 15 minutes, this will not make the test invalid. All temperature readings shall be recorded every 15 seconds.

Pressure readings and voltage readings shall be recorded at the start of the test and every 10 minutes.

#### SYSTEM TEST RESULTS

During the test, the interior temperature of the bus should lower uniformly throughout and should lower the interior temperature within the given time limit.

The vehicle will fail the test if;

- a. The temperature difference between C1, C2, and C3 varies more than two degrees during each 15 second reading during the last 15 minutes of the test.
- b. The system fails to lower the interior temperature to 70 degrees Fahrenheit + or 2 degrees (measured at C1), or lower, by the end of the 30 minute test while maintaining an ambient temperature of 94 degrees Fahrenheit + or 3 degrees (measured at C0) with 60% relative humidity.
- c. The voltage readings at the batteries fall below 12.9 volts at any time during The test

d. In addition to pass or fail, systems will be given a star rating (\*\*\*\*) for systems that achieve 70 degrees in the quickest amount of time, with the lowest amperage draw and retains the lowest temperature during the 30 minute heat soak test. There will be additional star (\*\*\*\*\*) given for service after the sale (see Star Rating Guidelines A/C).

The remaining readings are taken for informational purposes only and do not indicate a pass or fail status. These readings are used in system comparisons. This information enables FDOT to determine each tested systems fastest pull-down time, lowest head pressure reading, highest voltage output, and lowest amperage draw that is observed at the beginning, middle and end of the 30 minute test (see Star Rating Guidelines A/C).

#### TRIPS Program - Star Rating Guidelines

#### **Air Conditioners**

#### 1/19/2011

Stars are awarded for achievements in each of the following categories. Air conditioner manufacturers have the ability to receive up to 5 stars (one per category).

<u>Category One:</u> Exceeds in passing the AC Pull Down Test (must have achieved one star from Category One). If system cools to 67-69 degrees F or below on all three sensors or average of the three, one star will be given.

<u>Category Two:</u> Lowest Average Amperage Reading. Achieving the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will result in one star, if lowest of all systems tested.

<u>Category Three:</u> After Sales Service. One star will be given if the company's after sales service is exceptional. The following benchmark must be achieved:

Timeliness in resolving repairs. This is determined from time of notification to completion of repair. Timeframe for repair cycle shall be four (4) business days. Dealer shall enter this information into the TRIPS Database for tracking purposes.

<u>Category Four:</u> Warranty: Determination of this star will be measured by the length of warranty proposed by the AC manufacturer. Achievement of the following benchmark will result in one star being awarded: Warranty: AC supplier responds to warranty issues in a timely manner. Simplicity of warranty process will be considered.

<u>Category Five:</u> Product Reliability: Determination of this star will also be based upon a ten percent (10%) or less failure rate for the life of the bus.

#### **TRIPS Program - Star Rating Guidelines**

#### Manufacturer/Dealer

#### 1/18/2011

Stars are awarded for achievements in each of the following categories. Cutaway manufacturers have the ability to receive up to 6 stars (one per category).

<u>Category One:</u> Quality Control and Pre-delivery inspection results. Springhill inspection results must average less than or equal to four defects per bus inspected.

<u>Category Two:</u> Structure Crashworthiness. To receive a star the tested body structure must meet or exceed the listed threshold for all three of the following Pre-Qualification tests (described in Part 2. Section 2.12.0):

- Floor to Wall (FTW) connection test 400 J / m
- Roof to Wall (RTW) connection test 200 J / m
- Sidewall Panel Test 1000 J / m with less than 150mm max. deflection

<u>Category Three:</u> R Value. One Star will be given for the lowest retained temperature during the 30 minute heat soak test that is performed at the conclusion of the A/C performance test.

<u>Category Four:</u> After Sales Service (Dealer/Manufacturer). One star will be given if the company's after sales service is exceptional. The following benchmark must be achieved:

**Timeliness in resolving repairs**. This is determined from time of notification to completion of repair. Timeframe for repair cycle shall be four (4) business days. Dealer shall enter this information into the TRIPS Database for tracking purposes. Dealer must also comply with all provisions of <a href="Exhibit 12">Exhibit 12</a>, After Sales <a href="Service">Service</a>

<u>Category Five:</u> Warranty (Dealer/Manufacturer). Achievement of the following benchmark will result in one star being awarded:

Manufacturer/Dealer responds to warranty issues in a timely manner: recording data as prescribed in <u>Part 5, Section 5.10.5.</u>

Simplicity of warranty process will be considered.

<u>Category Six:</u> Product reliability: Determination of this star will be based upon a ten percent (10%) or less failure rate of second stage components for the life of the bus.

#### After Sales Service

- 1. Dealer to provide a contact person(s) for warranty and parts with a dedicated phone line to be answered during normal business hours.
- 2. Dealer to provide a list of most often requested bus parts to be used in creating a parts stockage level list at the dealer's location.
- 3. Dealer to provide a list of authorized service centers in the state of Florida capable of general bus repairs, wheelchair lift/ramp repair, and A/C repair.
- 4. Dealer to provide a minimum of one field service technician familiar with all areas of the bus. This technician must be prepared to travel throughout the state and provide repairs when local agencies cannot make the repair.

Provide signs #1, #2, and #3 with black letters on white background. Agency is to be consulted on exact wording prior to delivery.

Sign #1

Transportation services provided by this vehicle are open to the general public.

Jpdated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as such

Sign #2

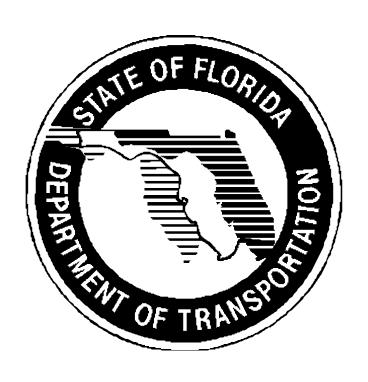
# Florida Law and Title VI of the Civil Rights Act of 1964 Prohibits Discrimination in: Public accommodations on the basis of race, color, religion, sex, national origin, handicap, or marital status. Persons believing they have been discriminated against on these conditions may file a complaint with the Florida Commission on Human Relations at 850-488-7082 or 800-

342-8170 (voice messaging).

Jpdated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as such

Sign #3

# PART 3 OPTIONS



# **Contract #TRIPS-11-CA-TP**

**Champion Cutaway Transit Vehicles** 

#### **OPTIONS**

#### **#TRIPS-11-CA-TP**

#### 3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

- 3.2.2.2 Diesel engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.
- 3.2.2.3 A Compressed Natural Gas (CNG) engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.3.

#### 3.2.9.0 WHEELS

Jpdated Nov 19, 2012--Transit Plus, Inc. is now Creative Bus, Inc.--All references contained herein are now deemed to be as

- 3.2.9.1 Provide Aluminum wheels in place of standard steel wheels.
- 3.2.9.2 Equip bus with stainless steel wheel liners / inserts on both front and rear wheels. Liner / inserts shall be Versa-Liner or approved equal, and made of 304L stainless steel with permanently attached simulated lug nuts. The simulated lug nuts shall not interfere with the actual lug nut to wheel contact surfaces.

#### 3.2.21.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

- 3.2.21.6 Freedman Seating Featherweight High Back rigid frame seats.
- 3.2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal.
- 3.2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR. Upgrade interior side wall panels from the ceiling light fixtures down to the seat track, or 12 inches (12") above the floor covering.
- 3.2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

#### 3.2.24.0 **DRIVER'S SEAT**

#### **OPTIONS**

#### **#TRIPS-11-CA-TP**

#### 3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

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- 3.2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

#### 3.2.24.0 **DRIVER'S SEAT**

- 3.2.24.2 USSC Evolution G2E with pedestal
- 3.2.24.3 Freedman Sport Driver's seat with Relaxor, four zone eight motor system with lumbar heat in place of standard driver's seat.

#### 3.2.25.0 NON-SLIP TRANSIT FLOORING

3.2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring with smooth, all welded seams. Each customer will determine color / design selection. Include Altro step tread material with *yellow* step nosing and *white* "standee line" insert.

#### 3.2.26.0 DRIVER SAFETY PARTITION

3.2.26.3 To prevent passenger physical contact with the driver, install a 1/4" Lexan, or approved equal, shield wall, 3" below the ceiling to 36" above the floor; and a modesty panel from below the Lexan Plex shield frame to 3" above the floor, supported by stainless-steel tubing, similar in construction and design to the modesty panel adjacent to the front passenger door. Unit shall be designed to permit attachment of customer notification panel and/or pamphlet holder units.

#### 3.2.27.0 GRAB RAILS AND STANCHIONS

3.2.27.6 Powder-Coated handrails and stanchions to match the vehicle interior and manufactured by Bentec, Inc, or approved equal.

#### 3.2.31.0 REMOTE EXTERIOR MIRRORS

3.2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat.

#### 3.2.34.0 BUMPERS & REVERSE ASSISTANCE DETECTION SYSTEM

- 3.2.34.2 Rear energy absorbing Romeo Rim HELP bumper assembled without HawKEye Reverse Assistance System, (Romeo Rim Help Guard) in place of standard rear steel bumper.
- 3.2.34.2.1 HawKEye Reverse Assistance System
- 3.2.34.3 Reverse camera and monitor backing system, in lieu of HawkEye System above.

<u>3.2.36.0</u>	Air Purification System	

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3.2.36.6 The air purification system shall be JKA Company, BREATH SAFE SYSTEMS or approved equal. The system shall be designed for Paratransit bus application to eliminate the spread of virus, bacteria, odors, mold and fungus growth within the bus air conditioning evaporator coils and drain pan.

#### 3.2.37.0 ADA MOBILITY DEVICES

- 3.2.37.3 Ricon Klear-View lift (prior approval from FDOT required)
- 3.2.37.3.1 Braun model NVL917IB lift (prior approval from FDOT required)
- 3.2.37.3.2 Ricon Model S5510
- 3.2.37.3.3 Braun Model NCL919IB-2
- 3.2.37.3.4 Maxon Model WL-6A3353

#### 3.2.38.0 SECUREMENT DEVICES

- 3.2.38.3 SURE-LOK Titan restraint system
- 3.2.38.3.1 Q'straint QRTMAX restraint system
- 3.2.38.14 Install a stretcher securement system in the rear aisle of the bus. A lock-down system shall be installed in floor at the rear and front of the stretcher for securement of brackets that connect to the stretcher frame. A storage container(s) shall be securely installed at the rear interior corner(s) of the bus for the purpose of storing the brackets when not in use. With this option, the air ride system should be adjusted down to reduce the ground-to-floor distance. Provide the accompanying stretcher bed for the securement system described above.
- 3.2.38.15 Replacement Stretcher bed (only) as an option

#### 3.2.39.0 SAFETY EQUIPMENT

- 3.2.39.9 Amerex Small Vehicle System (SMVS), a complete turn-key automatic fire suppression powder system, or approved equal.
- 3.2.39.9.1 Kidde Fire Suppression System, a complete turn-key automatic fire suppression system, or approved equal.

3.2.39.11 "Mentor Ranger", an in-vehicle computer, manufactured by Mentor, that allows electronic delivery of passenger manifests, automatic data collection, in-vehicle navigation, and enhanced driver/dispatcher communication. The system shall be capable of integration to other on-board systems, including existing APC, IVR and GPS onboard units, and shall be a turn-key installation.

#### 3.2.40.0 PA & ENTERTAINMENT SYSTEMS

- Install a Radio Engineering Industries (REI) public address system with handheld microphone within easy reach of the driver with a microphone jack for optional hands-free use by driver. If an audio entertainment center (3.2.40.3) is installed, utilize its speakers in mid and rear bus and install a cancel switch to turn off entertainment center system when microphone transmit button is depressed by driver. Provide a 20' long microphone extension cord and provide a microphone jack adjacent to the front curb-side seat.
- 3.2.40.3 Upgrade the standard vehicle AM/FM Radio, providing a AM/FM/CD Stereo and MP3 Player with digital clock, with front, mid-bus and rear speakers, or approved equal quality.

#### 3.2.41.0 DESTINATION SIGNS

A manually operated destination sign for limited destination readings shall be 3.2.41.2 offered. Front destination sign shall be a Transign LLC, single roller curtain type installed above the windshield with a glass exposure of 8 inches x 60 inches. The side destination sign for a front door only bus will be a single roller type installed in the upper curbside window immediately behind the entrance door with a glass exposure of 5-3/4" x 28". The side destination sign for a front and rear door bus shall be installed in the upper curbside window immediately in front of the rear door. Destination signs will be electrically operated, LED, fluorescent or incandescent backlit display, single curtain, .003 mil. thick Mylar anti-glare material, with provisions for a minimum of 25 readings and a maximum of 175 readings of 5 inch high Helvetica medium font letters for the front sign and Helvetica medium font letters 4" high characters for the side sign. Control switch is to be located on the left hand of the driver's console. Curtain destination signs will conform to the Americans With Disabilities Act Part 38. Characters on these signs will have a width-toheight ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Generally, the space between letters will be 1/16 the height of upper case letters and will contrast with the background using either yellow letters on green or black background; or white letters on red, green, blue or black background per the purchaser's choice, for route and destination identification. The following destination readings will be standard on all destination signs ordered under this contract, with colors noted:

Bus Garage (yellow letters on black background)
Not In Service (yellow letters on black background)
Special Service (yellow letters on black background)
Shuttle Service (yellow letters on black background)
Downtown (yellow letters on green background)
Town Center (yellow letters on green background)
Public Transportation (yellow letters on green background)
Emergency Service (white letters on red background)
Emergency Shelter (white letters on red background)
Evacuation Route (white letters on red background)
Express (white letters on red background)

- 3.2.41.3 Twin Vision Elyse software Electronic Destination system full front and side signs; and a separate rear number only sign shall be provided. The system shall be compatible with Windows 2000 or Windows XP software, using IBM 486 or higher PC/AT capacity, PCMCIA memory download technology. Electronic destination signs will conform to the Americans With Disabilities Act Part 38. The electronic destination sign shall utilize Helvetica yellow medium lettering on black background. The readings listed in 3.2.41.2 above shall also be standard in all Elsye electronic destination signs ordered under this contract.
- 3.2.41.4 A Twin Vision Mobi-Lite electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Mobi-Lite electronic signs ordered under this contract.
- 3.2.41.5 A Transign Vista Star electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Transign electronic signs ordered under this contract.
- 3.2.41.6 A Transign LLC 2-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.
- 3.2.41.7 A Transign LLC 3-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided.

White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.

3.2.41.8 A "STOP REQUESTED" sign, as manufactured by Transign LLC, or approved equal, installed in the front vestibule area. Sign is activated by passengers and de-activates with the opening of the passenger entry door. Injected molded with display area of 2.5 X 19.75 minimum. Provide a silk screened lens display face with yellow letters on green background, or as required by Purchaser.

### 3.2.42.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE FOR CONSIDERATION

3.2.42.1	SEON 2 camera security system
3.2.42.2	REI 2 camera security system
3.2.42.3	Gatekeeper 2 camera security Solid State Bus Video System 32 GB SD Card
3.2.42.4	AngelTrax 2 camera security system
3.2.42.5	Apollo 2 camera security system -120ips Mobile DVR, 1.0TB Removable HDD
3.2.42.6	247 2 camera security system, 16GB Solid-State Flash Storage, mDVR TVS22 w/2 Camera [15 hours storage]
3.2.42.7	Provide replacement surveillance camera
3.2.42.8	Base 14200 GVWR Chevrolet Chassis to Low Floor model
3.2.42.9	Base 14500 GVWR Ford Chassis to Low Floor model

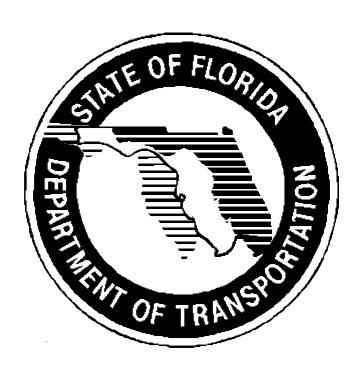
A section of the OEM frame rail just aft of the curb side "b" pillar is removed and reattached at a lower height to accommodate the ADA ramp. The lowered area is reinforced and is the only structural modification to the OEM frame. The drive shaft is modified to the proper length, otherwise the drive train is intact. The OEM suspension system, front and rear, is removed and replaced with a Dallas-Smith IntelliSync air suspension system. The entry/ADA door is located in the body, behind the curbside "b" pillar. The copilot door is removed and replaced by a fiberglass section which includes a large view window for improved driver visibility.

Body and floor structure differ from conventional floor vehicles only in the ramp area, which frames and surrounds the ramp.

3.2.42.10 Base 19500 GVWR International Chassis to Low Floor model

# PART 4

# **QUALITY ASSURANCE**



## **Contract #TRIPS-11-CA-TP**

**Champion Cutaway Transit Vehicles** 

#### **QUALITY ASSURANCE PROVISIONS**

#### **#TRIPS-11-CA-TP**

#### 4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

#### 4.1.1 QUALITY ASSURANCE ORGANIZATION

Manufacturer shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to Manufacturer's top management.

#### 4.1.2 CONTROL

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles.

#### 4.1.3 AUTHORITY AND RESPONSIBILITY

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and the acceptance/rejection of materials and manufactured articles in the production of the vehicles.

#### 4.2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

#### 4.2.1 WORK INSTRUCTIONS

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

#### 4.2.2 RECORDS MAINTENANCE

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year following the completion of the inspections and tests.

#### 4.2.3 CORRECTIVE ACTION

The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards.

#### 4.3.0 STANDARDS AND FACILITIES

The following standards and facilities shall be basic in the quality assurance process.

#### 4.3.1 CONFIGURATION CONTROL

Manufacturer shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

#### 4.3.2 MEASURING AND TESTING FACILITIES

Manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

#### 4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusting, replaced, or repaired as required to maintain quality.

#### 4.3.4 EQUIPMENT USE BY TRIPS LINE INSPECTORS

Manufacturer's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify the vehicles conform to all specification requirements. If necessary, Manufacturer's personnel shall be made available to operate the devices and to verify their condition and accuracy.

#### 4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

#### 4.4.1 SUPPLIER CONTROL

Manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. Manufacturer's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

#### 4.4.2 PURCHASING DATA

Manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

#### 4.5.0 MANUFACTURING CONTROL

Manufacturer shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary.

#### 4.5.1 COMPLETED ITEMS

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

#### 4.5.2 NONCONFORMING MATERIALS

The quality assurance organization shall monitor Manufacturer's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

#### 4.5.3 STATISTICAL TECHNIQUES

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

#### 4.5.4 INSPECTION STATUS

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

#### 4.6.0 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. As a minimum, it shall include the following controls.

#### 4.6.1 INSPECTION STATIONS

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road completion.

#### 4.6.2 INSPECTION PERSONNEL

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

#### 4.6.3 INSPECTION RECORDS

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles

shall be isolated and then scrapped. Discrepancies noted by Manufacturer during assembly shall be entered on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

#### 4.6.4 QUALITY ASSURANCE AUDITS

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the TRIPS.

#### 4.7.0 ACCEPTANCE TESTS

#### 4.7.1 RESPONSIBILITY

Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the TRIPS. These acceptance tests shall include pre-delivery inspections and testing by Manufacturer, and inspections and testing by the TRIPS prior to and after the vehicles have been delivered.

#### 4.7.2 PRE-DELIVERY TESTS

Manufacturer shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the TRIPS. The pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at Manufacturer's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in **Part 2: Technical Specifications**. This additional testing shall be recorded on appropriate test forms provided by Manufacturer. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by TRIPS line inspectors, who may accept or reject the results of the tests. The results of pre-delivery test, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under-floor equipment shall be made available for inspection by the resident inspectors, using a pit or vehicle hoist provided by Manufacturer. A hoist, scaffold, or

elevated platform shall be provided by Manufacturer to easily and safely inspect vehicle roofs. The TRIPS shall also conduct pre-delivery tests at the Springhill facility located in Tallahassee. It is Proposer's responsibility to ensure that the vehicle arrives at the Springhill facility prior to Proposer taking delivery of vehicle from Manufacturer. The results of this inspection will accompany the vehicle upon delivery to the purchaser.

#### 4.7.3 INSPECTION-VISUAL AND MEASURED

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that the required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in the static condition do function as designed.

#### 4.7.4 TOTAL VEHICLE OPERATION

Total vehicle operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests. After the road test, the line inspector representing the TRIPS reserves the right to have Manufacturer either raise the vehicle or drive the vehicle across a pit to allow the inspector to check the undercarriage.

#### 4.8.0 POST-DELIVERY TESTS

The TRIPS may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) working days after vehicle delivery. The purpose of these tests is to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The TRIPS shall record details of all defects notify Manufacturer of non-acceptance of each vehicle within five (5) working days after completion of these tests. The defects detected during these tests shall be repaired according to the procedures defined in **Part 1: Solicitation, Offer and Award/Contractual Provisions**.

Part 4

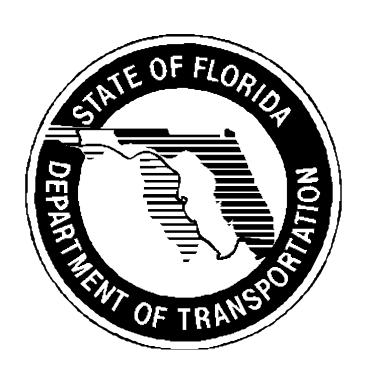
#### 4.8.1 VISUAL INSPECTION

The post-delivery inspection is similar to the inspection at Manufacturer's plant and shall be conducted with the vehicle in a static condition.

#### 4.8.2 VEHICLE OPERATION

The road tests for total vehicle operation are similar to those conducted at Manufacturer's plant. Operational deficiencies of each vehicle shall be identified and recorded.

# PART 5 WARRANTY



## **Contract #TRIPS-11-CA-TP**

**Champion Cutaway Transit Vehicles** 

#### **WARRANTY PROVISIONS**

#### #TRIPS-11-CA-TP

#### 5.0.0 BASIC PROVISIONS

#### 5.1.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. A description of the local dealer warranty process shall be included in the Purchasing Agreement package including information on how warranty issues are tracked. The Contractor warrants and guarantees to the TRIPS each complete vehicle, and specific subsystems and components as follows:

#### 5.1.1 COMPLETE VEHICLE

The vehicle is warranted and guaranteed to be free from defects for a minimum of Thirty-six (36) months or one hundred thousand (100,000) miles (excluding OEM chassis), whichever comes first, beginning on the date of acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the purchaser's locale.

#### 5.1.2 SUBSYSTEMS AND COMPONENTS

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in **Exhibit 5-1.** 

<u>NOTE:</u> Parts and labor to be covered in all warranty provisions.

# Exhibit 5-1 STANDARD WARRANTY

Subsystem and Component <u>Minimum</u> Warranty, whichever occurs first. <u>NOTE:</u> Parts and labor to be covered in all warranty provisions.

Item	Years	Mileage
OEM Chassis	3	36,000
Powertrain (gas and diesel)	3	Unlimited
Air Conditioning System	4	Unlimited
After Market Alternator	3	100,000
Wheelchair Lift	4	Unlimited
Seats	4	Unlimited

#### SECOND STAGE BODY AND COMPONENTS

Body Structural	3	Unlimited
Intermotive electrical	3	Unlimited
Electrical system	3	Unlimited
Auxiliary Heaters (Underseat)	3	Unlimited
Electric Door System	3	Unlimited
Electric Mirrors	3	Unlimited
Destination Sign	3	Unlimited
Windows	3	Unlimited
Air Ride Components	3	Unlimited
LED Lighting	3	Unlimited
Event Data Recorder	3	Unlimited

Note: Where OEM alternator is used, the OEM alternator warranty will prevail.

Note: Second stage components not mentioned above will be 3 years/unlimited mileage.

#### 5.2.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals.

#### 5.3.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the purchaser such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

#### 5.4.0 DETECTION OF DEFECTS

If the purchaser detects a defect within the warranty periods defined in **Section 5.1.1**, it shall promptly notify the Dealer representative. Within five (5) working days after receipt of notification, Dealer representative shall either agree that the defect is in fact covered by the "complete vehicle" warranty, or reserve judgment until the subsystem or component is inspected by Dealer's representative and/or is removed and examined at the purchaser's property or at the Contractor's facility. At that time, the status of warranty coverage, either subsystem or vehicle, shall be mutually resolved between the purchaser and Dealer. If the defect belongs to a subsystem or component, then work necessary to affect the repairs defined in **Section 5.1.2** shall commence within ten (10) working days after receipt of notification by Dealer. Otherwise, **Section 5.1.1** applies and repairs will be started immediately.

#### 5.5.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the purchaser and Dealer's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5) day period, the purchaser reserves the right to commence the repairs in accordance with **Section 5.7.1**.

#### 5.6.0 FLEET DEFECTS

A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect."

#### 5.6.1 SCOPE OF WARRANTY PROVISIONS

Dealer shall correct a fleet defect under the warranty provisions defined in **Section 5.4.0**. After correcting the defect, Dealer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction *of* the potential or defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist, or on the repair/replacement date for corrected items.

#### 5.6.2 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to vehicle defects caused by noncompliance with Dealer's recommended normal maintenance practices and procedures.

#### 5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to purchaser supplied items such as fareboxes, two-way radios, and tires.

#### 5.7.0 REPAIR PROCEDURES

#### 5.7.1 REPAIR PERFORMANCE

In some instances, the TRIPS may require Dealer or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. In these cases, this work will be done by TRIPS personnel with reimbursement by Dealer.

#### 5.7.2 REPAIRS BY CONTRACTOR

If the TRIPS requires Dealer to perform warranty-covered repairs, Dealer's representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs. The purchaser shall make the vehicle available to complete repairs timely

with Dealer repair schedule. Dealer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the TRIPS option, Dealer may be required to remove the vehicle from the purchaser's property while repairs are being affected. If the vehicle is removed from the purchaser's property, repair procedures must be diligently pursued by Dealer's representative.

#### 5.8.0 REPAIRS BY THE PURCHASER

#### 5.8.1 PARTS USED

If the purchaser performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using contractor-specified spare parts available from its own stock or those supplied by Dealer specifically for this repair. Monthly (or at a period to be mutually agreed upon) reports of all repairs covered by this warranty shall be submitted by the purchaser to Proposer for reimbursement or replacement of parts. Dealer shall provide forms for these reports.

#### 5.8.2 CONTRACTOR SUPPLIED PARTS

The TRIPS may request that Dealer supply new parts for warranty-covered repairs being performed by the purchaser. <u>These parts shall be shipped prepaid to the purchaser, from any source selected by Dealer, the "next business day" from receipt of the request for said parts.</u>

#### 5.8.3 DEFECTIVE COMPONENTS RETURN

Dealer may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by Dealer. Materials should be returned in accordance with contractor's instructions.

#### 5.8.4 REIMBURSEMENT FOR LABOR

The purchaser shall be reimbursed by Dealer for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master mechanic, straight wage rate, plus 32 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

#### 5.8.5 REIMBURSEMENT FOR PARTS

The purchaser shall be reimbursed by Dealer for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 2 percent handling charges. The purchaser shall not accept parts credit as payment of warranty part claims.

#### 5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by Dealer or by the TRIPS personnel, with the concurrence of Dealer, the subsystem shall have the unexpired warranty period of the original subsystem.

#### 5.10.0 DEALER WARRANTY SERVICE AND REPORTING

Contract dealers and the manufacturers they represent will have representatives meet with FDOT in Tallahassee, three to four times each year. The primary focus of these meetings will be discussion of contract concerns, handling of warranty requests and areas receiving repetitive inspection write-ups.

#### 5.10.1 CONTRACT DEALERS WARRANTY SERVICE

Should clearly instruct and encourage procuring agencies that when they have maintenance issues that may be covered under warranty, to always contact their dealer FIRST. Dealers should have an effective system in place to allow agencies to speak with a representative about an issue, in a timely manner.

#### 5.10.2 CONTRACT DEALERS RESPONSIBILITY

Contract Dealers are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements until they are fully resolved. This applies to the OEM chassis, bus manufacturer and vendor related warranty work. When two or more subcomponents are tied together by design to create a functional system, and those subcomponents are provided or installed by different manufacturers, TRIPS expects the Contract Dealer/Manufacturer to obtain written agreements as to which party is responsible for system defects and warranty provisos. Examples of these functional groups/systems are Alternator, A/C, Brackets, Camera/Data, etc. TRIPS reserves the right to view these agreements at any time, for the duration of the contract. Dealers should seek to minimize the time required for resolving warranty issues. Dealers are to coordinate with agencies to provide qualified warranty repairs with minimal disruption to agencies.

#### 5.10.3 MAINTAIN TRACKING SYSTEM

Contract Dealers should maintain a "tracking" system with information on the below responsibilities.

- Note when an agency reports a problem with description of problem;
- Contact repair facility and schedule diagnostics/repair;
- Notify the agency of the repair facility/appointment date/contact person;
- Communicate with repair facility until repair is complete;
- Notify the agency that the vehicle is ready for pick up;
- Follow-up with agency to confirm that the repair resolved the problem;

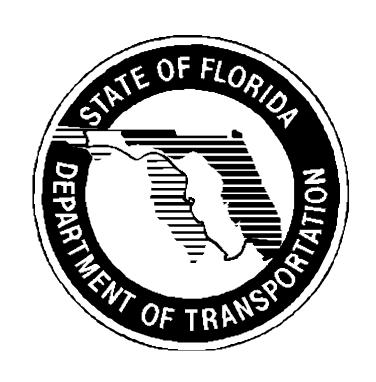
#### 5.10.4 AGENCY PERFORM REPAIRS

Contract Dealer may, when requested, authorize an agency's maintenance certified technicians to perform warranty service. However, dealers are still responsible for monitoring that the agency receives correct replacement parts; return shipping and proper labor reimbursements in a timely manner.

#### 5.10.5 WARRANTY REPORTING

Contract Dealer is required to update an on-line report of all completed and ongoing warranty repairs and parts replacement. This report is to be submitted weekly to the TRIPS Administrator. This report will provide dates, vendors, actions taken and current status. The report will be submitted in the same manner that dealers' report the status of current bus orders. This report will include information such as dates, contact persons, telephone numbers, description of the problem, repair facility, release date from the repair facility, agency notification dates and agency follow-up dates. Failure to enter prescribed warranty claims information into the TRIPS database will result in contract suspension after two (2) violations."

# PART 6 PAINT SCHEMES



## **Contract #TRIPS-11-CA-TP**

**Champion Cutaway Transit Vehicles** 

#### **PAINT SCHEMES**

#### **#TRIPS-11-CA-TP**

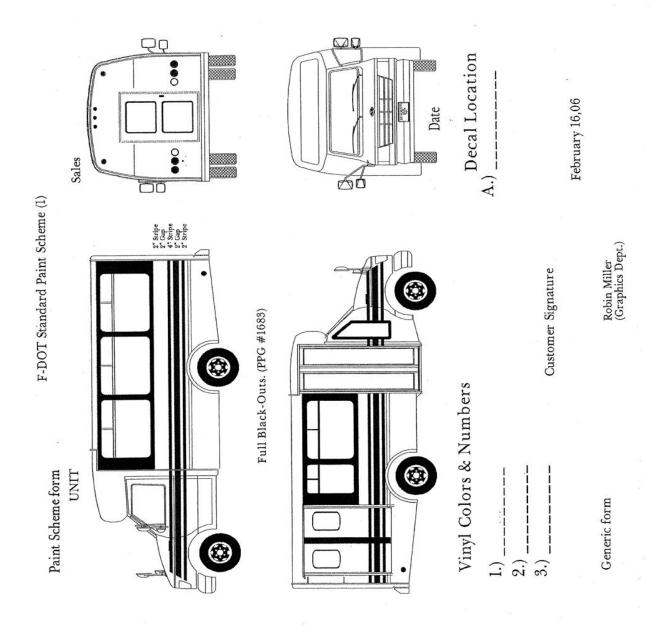
#### **6.1.0 EXTERIOR VEHICLE IDENTIFICATION**

- 6.1.1 Window exterior black out and anodized black window frame shall be a customer option on all three paint schemes. Proposer shall submit pricing, including cost of blackout and finish of passenger window frames.
- 6.1.2 Individual corporate logos, agency name in specific size block lettering, reflective material, vinyl wrap or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Dealer outside of the TRIPS contract, but included in the final Purchase Order specifications and pricing for each vehicle.
- 6.1.3 FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification shall be displayed as FDOT #00000 in 3M reflective material, or approved equal, Helvetica Medium two inch lettering/numbering. The numbering will be displayed on the rear and front of the vehicle at locations agreed to by TRIPS. It will be the dealer's responsibility to obtain this number from FDOT and post on the vehicle at delivery or immediately thereafter.
- 6.1.4 All buses purchased with funding provided through the American Recovery & Reinvestment Act (ARRA) shall have an official ARRA logo (see Exhibit 6A) attached to the rear surface of the vehicle above the bumper.

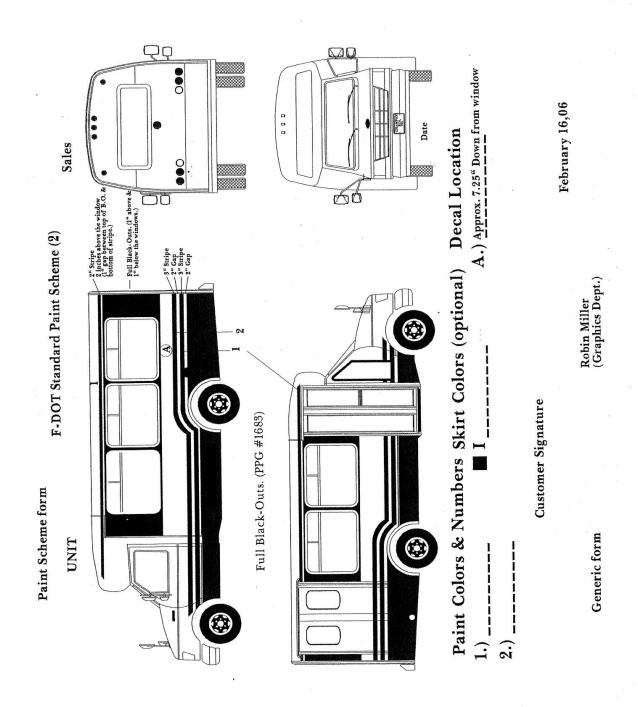
### **EXHIBIT 6A**



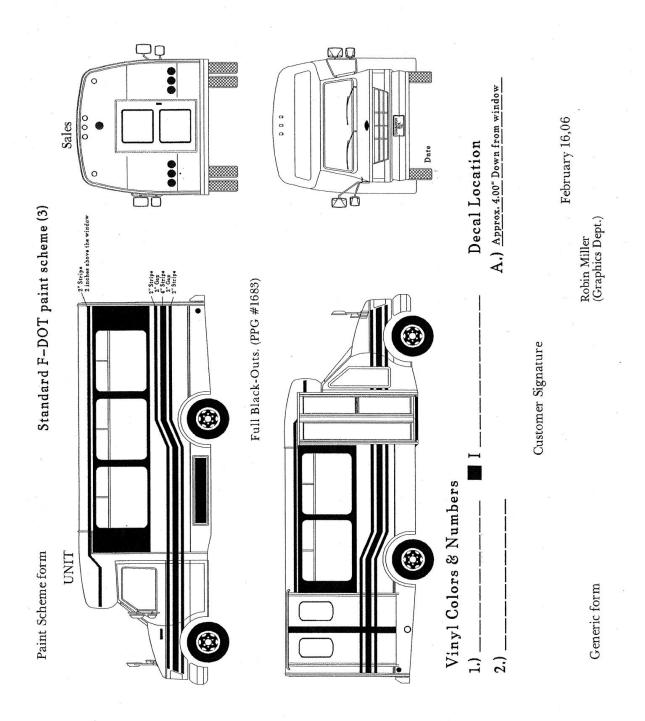
# PAINT SCHEME #1 Optional



# PAINT SCHEME #2 Optional



## PAINT SCHEME #3 Optional



#### PROPOSAL # TRIPS-11-CA-RFP

## SOLICITATION, GENERAL REQUIREMENTS & CONDITIONS, CONTRACTUAL PROVISIONS

#### **SOLICITATION**

#### 1.1 SCOPE

Notice is hereby given that the Transit Research Inspection Procurement Services Program (TRIPS) will receive sealed proposals on behalf of agencies within the state of Florida, herein referred to as the "Purchasers" to establish a statewide Purchasing Agreement for the manufacture and delivery of 2011 model year:

#### STANDARD CUTAWAY CHASSIS TYPE TRANSIT VEHICLES

In accordance with the terms and conditions set forth below, sealed proposals (an original and eight (8) copies), shall be submitted to:

Edward Bart
Senior Research Associate
University of South Florida
Center for Urban Transportation Research
4202 East Fowler Avenue, CUT100
Tampa, Florida 33620-5375

#### 1.2 PROPOSAL REQUIREMENTS

Proposals will be received until <u>3:30 P.M. EDT on Thursday, February 24, 2011</u>. Any proposal received after that time will not be considered and will be returned to the proposer unopened. All labor, equipment, and materials shall be furnished in strict accordance with the conditions of the Purchasing Agreement documents. The vehicles shall fulfill all of the requirements defined in **Part 2**: **Technical Specifications**, including addenda thereto. Compliance with these requirements shall be in accordance with the procedures defined in **Part 4**: **Quality Assurance Provisions**. The Contractor shall accept the warranty provisions covering the vehicles as defined in **Part 5**: **Warranty Provisions**.

Minimum and maximum quantities are established as follows:

MIN MAX

STANDARD CUTAWAY TYPE TRANSIT VEHICLES 0 500

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These numbers reflect the immediate and foreseeable needs of agencies within Florida and were determined by using the most recent state of Florida Program of Projects, historical data from previous TRIPS Purchasing Agreements, and Agency(s) vehicle replacement schedules. All or part of the quantity of vehicles stated herein may be assigned to other public transit agencies desiring to purchase the same equipment specified in **Part 2: Technical Specifications** of this solicitation.

The Purchasers will be allowed to purchase this vehicle as long as current production year chassis' are still available from the manufacturer or suppliers, under the same terms and conditions stated in this initial Purchasing Agreement.

Following award of the initial model production year, the TRIPS will have an option to extend the Purchasing Agreement for four succeeding model production years. Any optional Purchasing Agreements shall be subject to the same pricing, terms and conditions of the original Purchasing Agreement. However, a chassis model price increase will be considered when a model year change is specific to the automotive or bus industry. The Contractor shall provide a certification from the manufacturer to justify the chassis model price increase. The price may be adjusted only in the same amount as the price increase to the Contractor. The Contractor must submit the request and all necessary documentation to the TRIPS Program Administrator. The Contractor may request an increase in the second stage production costs after. or in conjunction with, the chassis increase request being received by the TRIPS Program Administrator. The TRIPS will compute the second stage costs utilizing the formula explained in Exhibit 5: FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION. A final annual adjustment will then be authorized after combining the chassis increase with the second stage increase, if any. The date found on the Manufacturer's letter, stating the new chassis cost, shall be the month used as the future Recomp month as described in Exhibit 5.

Each proposal shall be submitted with the understanding that acceptance in writing by any Purchaser of the offer to furnish any or all of the units therein, shall constitute a contract between the Proposer and that Purchaser only, and implies no duties or responsibilities on the part of the TRIPS or the Florida Department of Transportation (FDOT). The terms and conditions of said contract are to be administered and enforced by and between the Purchaser and the Proposer. The Purchaser is responsible for: providing the dealer with the properly completed forms and order information; resolution of issues relating to liquidated damages, late payment penalties, etc; and adhering to the terms and conditions regarding Final Acceptance and Terms of Payment as stated in the Purchasing Agreement. The FDOT and the TRIPS are responsible, and have an obligation to, oversee the proper use of Federal and State grant monies; to ensure that all Federal, State and Purchasing Agreement requirements and certifications are met; monitor warranty and dealer services; conduct on-line and/or dealer inspections and intercede on behalf of the Purchasers.

Any contract resulting from this solicitation shall include the following that are incorporated herein:

- Part 1 Solicitation, General Requirements & Conditions, Contractual Provisions
- Part 2 Technical Specifications
- Part 3 Options
- Part 4 Quality Assurance Provisions
- Part 5 Warranty Provisions
- Part 6 Paint Schemes

#### 1.3 BASIS FOR AWARD

The TRIPS shall be using a Request for Proposal format for this procurement. The Purchasing Agreement shall be awarded to the proposer(s) who is in compliance with the conditions and requirements of this proposal and whose weighted criteria points designate the best value relative to the evaluation criteria discussed in **Section 1.6** of the RFP document.

The TRIPS may award to more than one Proposer whose proposal is in compliance with all State and Federal regulations. Awards based on Best Value represent an assessment of the evaluation criteria and scoring, consisting of technical specifications, price, after sales service, warranty and quality control program. Evaluation will include considerations of previous vendor performance with the TRIPS and references from current Florida customers.

Each proposal shall consist of **three (3)** separate envelopes. **Envelope number 1**, **Technical Proposal**, shall contain the technical specifications of the proposed vehicle. This envelope will also include the items identified in **Exhibit 1**: **TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS** of this solicitation. Envelope number 1 shall be plainly marked with the company name and the words "Technical Proposal" and "Envelope Number 1."

**Envelope number 2**, **Price Proposal**, shall contain proposal forms A, B, C D, E, and F, identified in **Exhibit 2**: **PRICE PROPOSAL FORMS**. Envelope number 2 shall be plainly marked with the company name and the words "Price Proposal" and "Envelope Number 2."

Envelope number 1, technical proposal, and Envelope number 2, price proposal, shall be placed inside **Envelope (or box) number 3**. Envelope (or box) number 3 shall be plainly marked with the company name and the words "Envelope (or box) Number 3."

#### 1.4 EVALUATION PROCESS FOR PROPOSALS

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The TRIPS shall employ evaluation criteria in determining the award of this Purchasing Agreement. These criteria are outlined below under **Paragraph 1.6**: **EVALUATION CRITERIA**, and are listed in order of importance and value. Although we are requesting that pricing and technical specifications be separated when submitted, these documents will be reviewed and evaluated concurrently with all other aspects/documents of the proposal. The Purchasing Agreement awarded will be dependent upon the successful Proposer being able to comply with the provisions and requirements of the solicitation in a timely manner. All information to be submitted in the proposal must be correct, complete and verifiable. The proposer may be required to submit supporting documentation on the technical aspects and cost. The TRIPS may select a proposal for award without any discussions, negotiations, or requests for any Best and Final Offers (BAFO's). The TRIPS Program Administrator expects all proposers to fully cooperate with the evaluation process.

#### 1.5 PRELIMINARY EVALUATION

The evaluation of Envelope number 1, Technical Proposal, and Envelope number 2, Price Proposal, shall be conducted together, and will be an internally consistent evaluation of price and technical factors.

A price evaluation shall be conducted by the TRIPS evaluation committee to establish that the proposal is within the competitive range. The technical evaluation will identify those proposals that meet the minimum technical requirements. It will also determine compliance to technical specifications and evaluate features of the proposed vehicle using established criteria.

Offerors of any proposals that have been determined to not be in the competitive range, and cannot reasonably be made to fall within the competitive range, will be notified in writing, including the shortcomings of their proposals, and these proposals will not be subject to the point tabulation method of evaluation described in Paragraph 1.7.

The evaluation process will use a pre-established ranking system.

#### 1.6 EVALUATION CRITERIA

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set forth the minimum requirements of the vehicle, components, warranty, service, support, and other deliverables required through this procurement.

The award of this Purchasing Agreement shall be made to the offeror whose proposal, in the opinion of the TRIPS Proposal Evaluation Committee, best meets

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the established criteria listed herein. Consideration shall be given to such matters as Contractor integrity, record of past performance and financial and technical resources. Price shall be a factor in the award decision, although the award may not be made to the proposal with the lowest price. The award will be made to the Proposer who is "most advantageous" with "price and other factors" considered. Technical superiority, warranty, delivery time, service support and training as well as price and technical aspects in order of priority are as follows:

#### a. TECHNICAL SPECIFICATIONS

Technical specifications are the most important determinant for award. The main design intents of the vehicle specifications are: safety and crashworthiness, environmental tolerability, good ride and springing comfort, long life performance of mechanical and component function and high maintenance of value. Therefore, the TRIPS will consider the type of construction used in the bus body, how the cage and sub-floor is designed, and how subcomponent electrical systems are integrated into the OEM wiring system.

#### b. PRICE

Price is of utmost importance to the TRIPS, but not the sole consideration. Price shall be evaluated on its overall relationship to being most advantageous and favorable for the Purchasers. All respondents should be aware that the Purchasers are seeking to purchase as many new vehicles as possible with local, state and federal funding available.

#### c. AFTER SALE SERVICE

All parties should be aware that the TRIPS places value on after-sale field service support and quick replacement parts availability. Included with parts availability is whether the Contractor keeps price catalogs current and whether the Contractor pays for the cost of freight. The TRIPS will also consider the availability, location, and qualification of the field service support staff and engineering staff.

#### d. WARRANTY

The TRIPS expects all parties responding to this RFP to meet the warranty criteria outlined in **Part five (5).** In addition to the specified warranty criteria, the TRIPS will review additional warranties that are offered. Warranties shall be evaluated in terms of longevity, cost, and overall relationship to being most advantageous and favorable for the Purchasers.

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#### e. QUALITY CONTROL PROGRAM

A Quality Control Program is of utmost importance to the TRIPS. The TRIPS has found that the lack of an effective Quality Control Program always negatively impacts our goal of a defect free product. All Proposers should understand that failure to demonstrate an effective Quality Control Program will have a negative impact on their evaluation for this criterion.

#### f. TRAINING

Training is important to the TRIPS as this new vehicle may have components unfamiliar to the Purchasers' maintenance and operating personnel. The TRIPS is concerned with the type of training provided, qualifications of the instructors, and the amount of training provided. As a **minimum**, the TRIPS expect to receive:

Driver Orientation/Certification	8 hours @ 5 locations annually
Air Conditioning/Certification	4 hours @ 5 locations annually
Securement Device/Certification	4 hours @ 5 locations annually
Maintenance Familiarization	8 hours @ 5 locations annually
Electrical & Electronics Familiarization	8 hours @ 5 locations annually
Wheelchair Ramp Training	2 hours @ 3 locations annually

<u>Dealer Orientation Upon Delivery</u>: The dealer shall provide a vehicle orientation with each vehicle delivered to an agency. If an agency orders more than one (1) unit of identical specifications; the orientation shall be provided on the first unit delivered. The orientation shall be conducted by the dealer for the maintenance and operations supervisory and training personnel. The orientation shall include, but not be limited to:

- Engine type and proper type of fuel
- How to check coolant level and type of coolant required
- Function of all controls on the OEM
- Function of all controls on the second stage driver control panel
- Identify location of and function of controls of all add-on equipment such as A/C, wheelchair ramp, restraint systems, etc.
- · Locate and identify all alarms
- Locate and identify tire pressure ID plate
- Location of battery and how to service
- Location of Multiplexing components and their use
- Location of Event Data Recorder and demonstrate data download

#### 1.7 GUIDELINES FOR EVALUATION CRITERIA

Prior to the opening of proposals, a determination is made as to the proportional

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weight assigned to Envelope Number 1, Technical Proposal, and Envelope Number 2, Price Proposal. At the same time, a decision is made as to the criteria used under Envelope Number 1, Technical Proposal, and its respective value. The proportional weight assignments are not made public. However, the criteria factors are listed in the Request for Proposal under 1.6 Evaluation Criteria.

In the Evaluation Criteria review of Envelope Number 1, Technical Proposal, a point tabulation method will be established for each criteria with the lowest points designated the worst and the highest points designating the best relative to the criteria. The other proposers in the competitive range will be allotted corresponding points based on the variance from the proposal best meeting the technical specifications. The Evaluation Committee will submit the achieved scores in its recommendation.

The Pricing Review of Envelope Number 2 follows a similar procedure. Using a point tabulation method, the lowest points designate the worst and the highest points designate the best relative to the criteria. The vehicle with the lowest price shall receive the maximum number of points for this factor. The other proposers in the competitive range will be allocated corresponding points based on the variance from the lowest cost submitted. The number of points achieved is then proportionally allotted to the pre-established weight for Envelope Number 2, Price Proposal.

The weighted scores for Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, are combined to determine the total score for each proposal.

Unless all proposals are rejected, award shall be made to that proposer whose proposal, conforming to the solicitation, will be most advantageous to the Purchasers, price/cost or other factors considered.

A full description of the procurement process is provided herein with the major steps being identified as follows:

- The TRIPS Program Administrator prepares a Request for Proposal (RFP), which includes the technical specifications defining the actual minimum needs and identifies all significant evaluating factors listed in their respective order of importance. For internal reference only, a memorandum to the file is prepared documenting the established criteria.
- 2. Proposal Evaluation Committee membership is determined by the TRIPS Program Manager. The Proposal Evaluation Committee may be comprised of representatives from the Transit Maintenance Analysis and Resource Center and Transit Research Inspection Procurement Services Program Advisory Committees, the FDOT, or others determined by the TRIPS Program Manager to be appropriate for involvement in the specific

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RFP evaluation process.

- 3. The RFP is issued to known potential proposers and advertised to ensure a high degree of competition.
- 4. By an established date, the proposer submits proposals in three sealed envelopes, in accordance with **Paragraph 1.3** of this solicitation. Envelope Number 1 includes the technical and contractual proposal, while Envelope Number 2 includes the quoted price and cost data and other relevant information. Envelopes 1 & 2 will be sealed inside Envelope (Box) Number 3.
- 5. Proposals will not be publicly opened. All proposals will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only the Evaluation Committee, and the TRIPS Program Manager and Administrator will be provided access to the proposals and evaluation results during this period.
- 6. Proposals are evaluated by the Proposal Evaluation Committee in reference to the prioritized criteria published in the RFP.

#### **NOTE:** Only the criteria are published.

- 7. No evaluation and/or price comparisons are allowed between proposals.

  Discussion will not disclose the strengths and weaknesses of competing proposals.
- 8. Recommendation is made to the TRIPS Advisory Committee for approval.
- Award of Purchasing Agreement will be dependent upon the required Pre-Award and Buy-America Certification.
- 10. FDOT approval is obtained, if required.
- 11. All proposers will be advised in writing of the final decision.

#### 1.8 PROPOSER REVIEW PROCEDURES

- a. A MANDATORY pre-proposal meeting will be required for this contract and will be held at 10:00 a.m. EST on January 11, 2011 at Big Bend Transit, 2201 Eisenhower Street, Tallahassee, Florida 32399.
- b. Any person adversely affected by this solicitation shall file with <u>Edward B.</u> Bart, Contract Administrator, University of South Florida, Center for Urban

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<u>Transportation Research, 4202 E. Fowler Avenue, CUT100, Tampa, Florida, 33620-5375,</u> a notice of Protest, in writing, at least 15 calendar days prior to the date on which proposals are to be received.

- c. Any person adversely affected by a decision in connection with this solicitation shall file a Notice of Protest, in writing, within 72 hours of receipt of the decision. All Notices of Protest shall be accompanied by a "Protest Bond" in the amount of five thousand dollars (\$5,000). The Protest Bond shall be a Surety Bond issued by an insurer with an agent or resident office in the state of Florida. Erin Schepers, TRIPS Manager for the Florida Department of Transportation, or her designee, shall be the custodian of the Protest Bond. The Protest Bond shall reference this proposal and shall be payable to the State of Florida, Department of Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450. If the Notice of Protest is withdrawn or a Formal Written Protest is not filed in accordance with this agreement, the Protest Bond will be forfeited.
- d. All protestors shall file a Formal Written Protest with the TRIPS Program Administrator within 10 calendar days after the date of filing the Notice of Protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- e. Upon receipt of a formal written protest which has been timely filed, the TRIPS Program Administrator shall stop the proposal solicitation process or the Purchasing Agreement award process until the subject of the protest is resolved by mutual agreement or by final action of the Florida Department of Administration.
- f. The TRIPS Program Administrator shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 working days of receipt of a formal written protest. If the protest is not resolved by mutual agreement within 7 days the TRIPS Program Administrator and/or the protestor shall refer the protest to: <a href="Erin Schepers">Erin Schepers</a>, TRIPS Manager for the Florida Department of Transportation, Public Transit Office, 605 Suwannee Street, Mail Station 26, Tallahassee, FL 32399-0450.
- g. The Florida Department of Transportation will review the protest, and the TRIPS Program Manager's decision and either concur or reverse the decision in writing within seven (7) working days.
- h. Any appeal of the decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statutes.

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i. Failure to file a protest within the time prescribed in Section 120.53 (5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. It is the responsibility of the protestor to obtain complete information and legal counsel as appropriate.

#### 1.9 PREPARATION OF PROPOSALS

Each proposal shall be made only on the forms provided and in accordance with procedures delineated in **Paragraph 1.3. Basis for Award**. Each complete proposal shall be enclosed in a sealed envelope or box capable of holding Envelope 1, Technical Proposal, and Envelope 2, Price Proposal, with the name and address of the proposer marked on the outside. All blank spaces in the proposal attachments must be filled in and no changes shall be made to the wording.

#### 1.10 PROPOSAL POSTPONEMENT AND AMENDMENT

The TRIPS Program Administrator reserves the right to revise or amend the specifications up to the time set for the opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective proposers.

If the revisions and amendments require changes in quantities or price offered, or both, the date set for opening the proposals may be postponed by such number of days as in the opinion of the TRIPS Program Administrator shall enable proposers to revise their proposals. In any case, the proposal opening shall be at least five (5) working days after the last amendment, and the amendments shall include an announcement of the new date, if applicable, for opening proposals.

#### 1.11 PROPOSAL REJECTION

The TRIPS Program Administrator reserves the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposals submitted.

#### 1.12 SUBMISSION OF SINGLE PROPOSAL

If only one proposal is submitted in response to this Request for Proposals, a detailed cost proposal may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed on the cost proposal in order to determine if the price is fair and reasonable.

#### 1.13 WITHDRAWAL OF PROPOSAL

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After the proposals are opened, the proposals may not be withdrawn for ninety (90) calendar days. Prior to the date/time set for the proposal submission; however, proposals may be modified or withdrawn by the proposer's authorized representative in person or by written notice. If the proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written or telegraphic notices shall be received in the office designated in **Paragraph 1.1** no later than the exact date/time for the proposal opening. A telegraphic modification or withdrawal received in the designated office by telephone from the receiving telegraph office no later than the date/time set for the proposal opening shall be considered if such a message is confirmed by a copy of the telegram.

#### 1.14 AWARD PROCEDURE

Within thirty (30) calendar days after completing successful negotiations, the TRIPS Program Manager shall sign the Solicitation Offer and Award Form submitted by the successful proposer and shall deliver the executed Purchasing Agreement documents specified within fifteen (15) calendar days after the signing. Delivery of the Purchasing Agreement documents shall be determined by the Contractor's signature on the return receipt request.

#### 1.15 PROPOSER QUALIFICATION

The proposer must be a person, firm, or corporation that:

- Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this Purchasing Agreement.
- b. Has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period.
- c. Has adequate working capital or the ability to obtain working capital to finance the manufacturer of the vehicle.
- d. Has the ability to comply with all federal, state, and local regulations including, but not limited to, Buy America (49 CFR 661), New Bus Testing, Chapter 287 of the Florida Statutes, and the Americans with Disabilities Act.
- e. Has the ability to certify by completing Certification of Compliance with Disadvantaged Business Regulations Form that acknowledges that this procurement is subject to the provisions of 49 CFR Section 23 .67.

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f. Has a current in-plant Quality Assurance Program and "fully meets" the OEM body-builders program requirements.

#### **GENERAL REQUIREMENTS AND CONDITIONS**

#### 1.16 DELIVERY AND ACCEPTANCE

- a. Completed units are to be delivered to purchaser within <u>ninety (90) days</u> from receipt of chassis or purchase order, whichever occurs last.
- b. Upon completion of a Pre-Delivery Inspection (PDI) by the licensed Florida dealer who is awarded this Purchasing Agreement, that dealer will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchaser and the FDOT District Office a minimum of 48 hours in advance to arrange a delivery time. The name, address, telephone number, and contact person for each FDOT District Office is listed in **Exhibit 3: FDOT District Offices**.
- c. Failure to coordinate delivery may result in delay of vehicle being "signed for" as delivered. The vehicles shall be delivered clean and in first class condition, complete and ready for service. Workmanship throughout shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a complete, neat, and finished appearance.
- d. The Contractor shall assume all costs and responsibility relative to said delivery to purchaser.
- e. The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

A copy of the Manufacturer's Certificate of Origin
Application for Certificate of Title
Bill of Sale
Warranty Papers (forms, policy, procedures)
Maintenance Schedule
Operators' manual
Invoice (To include contract number, P.O. number, VIN#, and agency name)

f. If any of the items listed above are missing, defective, altered, incorrect, incomplete, etc., the vehicle will be automatically rejected. **Exhibit 4: Vehicle Delivery Checklist** contains a list of the minimum required items at delivery.

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- g. Delivery to Purchaser is to be completed within ten (10) calendar days of receipt of vehicle at Contractor's site. Delivery shall be determined by signed receipt of the contact person or their designee, at the point of delivery. Further, since a common carrier is an independent concern, any delay in delivery resulting from the common carrier's operations, accident, or mechanical failures on route will be considered a cause beyond the control of the Contractor, provided vehicles were delivered to said carrier in ample time for delivery within normal operating conditions. Odometer readings cannot exceed 3,000 miles at time of final delivery of completed buses to agency(s). There will be one dollar (\$1.00) per mile charge for each vehicle with an odometer reading in excess of 2000 miles. Under NO circumstances are tow vehicles to be attached to any buses.
- h. In case delivery of completed units under this Purchasing Agreement shall be necessarily delayed because of weather, strike, injunctions, government controls, or by reason of any cause or circumstances beyond control of the Contractor, the time for completion of delivery shall be extended by the number of days to be determined in each instance in writing and by mutual agreement between the parties.
- i. All units shall consist of new parts and materials and in no case will used components or reconditioned or obsolete parts be accepted. Any one part or component shall be an exact duplicate in manufacture and design as well as construction as all others proposed for each unit. Manufacturers must incorporate, in the units proposed, the newest technological advancement in order to achieve maximum service life and an attractive modern appearance.
- j. All vehicle data must be entered into the TRIPS database prior to its delivery to the Springhill Bus Testing and Inspection Facility (SBTIF) located in Tallahassee, Florida. VIN#'s shall also be entered into the TRIPS database within 10 days after issuance of the Purchase Order. Any vehicles arriving at the SBTIF without the VIN# entered in the database will not be inspected until this information is entered.

To schedule an inspection, the dealer shall send an email to the TRIPS Manager, Erin Schepers at erin.schepers@dot.state.fl.us to set up an inspection appointment. Information in the email should include the following:

- o Anticipated delivery date
- Number of vehicles
- o Whether inspection is a drop off or a to be inspected while you wait

The TRIPS Manager will schedule the inspection and provide a confirmation to the Dealer via email. A copy of the sales order and build order should be sent to the TRIPS Manager once an inspection date has been established.

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Each vehicle delivered to the SBTIF shall have a complete set of "as built" wiring diagrams. The Dealer should see that all noted write-ups are corrected prior to the final delivery to the procuring agency. This inspection by TRIPS is not represented as being "all inclusive" and in no way relieves the Dealer from the required PDI.

- k. Any vehicle delivered by the Contractor that does not comply with specifications, conditions, and requirements shall be considered not accepted.
- I. If a vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts furnished and installed by the Contractor at no cost to the Purchaser. In the event work is involved, whether warranty or otherwise, in repairing or placing the vehicle(s) in proper condition, then such repairs shall be made by an approved firm.
- m. Delivery of vehicle(s) by the Contractor does not constitute acceptance by the Purchaser. Vehicle(s) shall be considered "accepted" upon the inspection by the Purchaser and the issuance of a "Letter of Acceptance" to the Contractor. Purchaser will perform a post-delivery inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Contractor, stating areas found to be in non-compliance with the proposal specifications, within ten (10) calendar days from receipt of vehicle(s). Placing any new vehicle into revenue service will automatically constitute acceptance of vehicle by Purchaser. However, a Letter of Acceptance should still be sent to the Contractor prior to placing vehicle into revenue service.
- n. Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

#### 1.17 FEDERAL AND STATE TAX

The Purchaser's are exempt from payment of Federal Excise Tax and Florida State Tax. Said taxes must not be included in the proposal price. Any other sales tax, use tax, imports, revenues, excise or other taxes which may now or hereafter be imposed by Congress, by the State, or any political subdivision thereof and applicable to the sale and delivery of the product as a result of this proposal, and which by terms of the tax law, may be passed directly to a Purchaser, will be paid by the Purchaser. Such taxes, as may be included, must be identified as to amount(s) and type of tax.

#### 1.18 ON-LINE INSPECTIONS

The TRIPS reserves the right to perform an on-line inspection of any vehicles

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procured as a result of this proposal. If any defective or non-compliance items are found during the on-line inspection, the TRIPS may choose to perform subsequent on-line inspections at a date agreeable to both parties.

#### 1.19 INDEMNIFICATION

Proposer must agree to save, keep, and bear harmless and fully indemnify any Purchaser and any of its officers, or TRIPS personnel from all damages, costs, or expenses in law or equity, that may at any time arise or to be set up, for any infringement of the patent rights of any person or persons in consequence of the use by a Purchaser or by any of its officers or proposal coordinators, of articles supplied under contract, arising from proposals submitted and which a Purchaser gives the Contractor notice in writing of any such claims or suit and provides necessary cooperation for the defense of said claim or suit.

#### 1.20 MOTOR VEHICLE SAFETY STANDARDS

All vehicles covered by these specifications shall be in compliance with applicable Federal Motor Vehicle Safety Standards established by the National Highway Traffic Safety Administration. The manufacturer must include in their proposal package, either a letter stating the information that will be provided on the FMVSS sticker or a letter stating that the vehicles are not subject to FMVSS. Vehicles must be in compliance with all the requirements of the laws of the State of Florida as to lighting equipment, and all warning and safety devices. In the event there are changes in the Federal Motor Vehicles Safety Standards between date of proposal and date of manufacture, any new requirements applicable at time of manufacture will be considered separately and the price for same determined by mutual agreement. In granting this, the Contractor is not relieved of the responsibility of providing the Purchaser with all available information relative to the engineering structure, and design change so affected and the impact (if any) these changes may have on the durable-useful life and attractive appearance of the vehicle to be provided per these specifications.

#### 1.21 LIQUIDATED DAMAGES

In the event of delay in completion of the delivery of vehicles beyond the date specified, in addition to any granted extensions agreed to in writing by the Purchaser, any affected Purchaser shall assess as liquidated damages, twenty five dollars (\$25.00) per calendar day per vehicle.

#### 1.22 PARTS AND MANUALS

A supply of replacement parts for the vehicles specified must be guaranteed by the Contractor for a ten-year period from date of purchase. The Contractor shall provide

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Purchaser with complete "as built" wiring diagrams for the entire vehicle, a current service manual and a current parts manual ("as-built" drawings, service manual and parts manual may be on a CD, as determined by the Purchaser). These should be provided for each vehicle with a maximum of two (2) sets per Purchaser if they are purchasing more than two (2) vehicles. One (1) Operator's Manual shall be provided for each vehicle, regardless of the number of vehicles ordered by a given Purchaser. A list of any special tools or equipment will also be provided. The supplied operator's and maintenance manuals and wiring diagrams shall incorporate the options ordered on purchaser's vehicles.

#### 1.23 ALTOONA TEST

Either a final report from the Altoona Bus Testing Center or documentation from the Federal Transit Administration stating that the vehicles are not required to undergo Altoona testing must be submitted with each proposal.

#### 1.24 TITLING VEHICLES

Unless specified otherwise, Vehicles shall be titled to the Purchaser with the Florida Department Transportation, 605 Suwannee Street, Mail Station 26, Tallahassee, Florida 32399-0450 listed as the only lien holder.

The Contractor shall be responsible for applying for Title and purchasing a license tag on behalf of the Purchaser.

#### **CONTRACTUAL PROVISIONS**

#### 1.25 FEDERAL TRANSIT ADMINISTRATION FUNDING

Any contract resulting from proposal submitted is subject to financial reimbursement by the Federal Transit Administration. Accordingly, federal requirements may apply to that contract and if those requirements change then the changed requirements shall apply as required.

#### 1.26 INCLUSION OF PROVISIONS

All provisions stated in this Invitation to Proposal and Vehicle Specifications, including any addenda, shall be considered to be included in the contract between the Purchaser(s) and the successful proposer.

#### 1.27 REQUIREMENTS OF PROPOSERS

a. Compliance With Regulations

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The successful proposer, hereinafter called the Contractor, shall comply with regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), as incorporated by reference and made a part of this Purchasing Agreement.

#### b. Nondiscrimination

The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, national origin or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the regulations, including employment practices.

#### c. Equal Employment Opportunity

In connection with the execution of this Purchasing Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of disability, race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their disability, race, religion color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

## d. <u>Solicitations From Subcontracts, Including Procurement of Materials And Equipment</u>

In all solicitations either by competitive proposals or negotiation made by the Contractor for work to be performed under this proposed Purchasing Agreement, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the obligations relative to nondiscrimination on the grounds of disability, race, color, sex, religion, or national origin.

#### e. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit reasonable access to all its books, records, accounts, other sources of information, and

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its facilities as may be determined by the Proposal Administrator to be pertinent to ascertain compliance with said regulations, orders, and instructions. Included in this information shall be the manufacturer's certification of compliance with Federal Motor Vehicle Safety Standards, or if inapplicable, a written statement documenting that these standards do not apply.

Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Proposal Administrator, as appropriate, and shall set forth that efforts have been made to obtain the information.

#### f. <u>Sanctions For Noncompliance</u>

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the Purchaser shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) Withholding of payments to the Contractor until compliance; and/or
- (2) Cancellation, termination, or suspension of the Purchasing Agreement, in whole or in part.

#### 1.28 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

#### 1.29 CARGO PREFERENCE-USE OF UNITED STATES-FLAG VESSELS

The Contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the

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extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this Purchasing Agreement when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### 1.30 ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 1.31 CLEAN WATER

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 1.32 BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- b. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

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- c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- d. If the manufacturer represents that the vehicle is "grand fathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

#### 1.33 PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C.§ 5323(I) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- a. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Proposer/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.
- c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

# 1.34 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352, AS AMENDED BY THE LOBBYING DISCLOSURE ACT OF 1995, P.L. 104-65 [TO BE CODIFIED AT 2 U.S.C.§ 1601, ET SEQ.]

Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier

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certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

#### 1.35 ACCESS TO RECORDS AND REPORTS

The following access to records and reports requirements applies to this Purchasing Agreement:

- a. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(I), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the Unites States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. Where the Purchaser is a State and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5303(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- c. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the

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Comptroller General of the Unites States or any of their duly authorized representatives with access to any books, documents, papers and records of the Contractor which are directly pertinent to this Purchasing Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

- d. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5303(a)1) through other than competitive proposing, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- e. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- f. The Contractor agrees to maintain all books, records, accounts and reports required under this Purchasing Agreement for a period of not less than three years after the date of termination or expiration of this Purchasing Agreement, except in the event of litigation or settlement of claims arising from the performance of this Purchasing Agreement, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(I) (11).

#### 1.36 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Purchasing Agreement. Contractor's failure to so comply shall constitute a material breach of this Purchasing Agreement.

#### 1.37 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### 1.38 RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6003 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### 1.39 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. Withholding for unpaid wages and liquidated damages The purchaser(s) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages

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and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. Subcontracts The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- Payrolls and basic records Payrolls and basic records relating thereto e. shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### 1.40 NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Purchasing Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that Purchasing Agreement) pertaining to any matter resulting from the underlying Purchasing Agreement. The Contractor

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agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 1.41 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C.§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Purchasing Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Purchasing Agreement or the FTA assisted project for which this Purchasing Agreement work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.§ 5307, the Government reserves the right to impose the penalties of 18 U.S.C.§ 1001 and 49 U.S.C.§ 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 1.42 TERMINATION

a. If the Contractor does not deliver supplies in accordance with the contract delivery schedule or the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the TRIPS may terminate this Purchasing Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The

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- Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- b. If it is later determined by the TRIPS that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the TRIPS, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- 1.43 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS Lower Tier Covered Transactions (Third Party Contracts over \$100,000).
  - a. By signing and submitting this proposal or proposal, the prospective lower tier participant is providing the signed certification set out below.
  - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the TRIPS may pursue available remedies, including suspension and/or debarment.
  - c. The prospective lower tier participant shall provide immediate written notice to the TRIPS if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the TRIPS for assistance in obtaining a copy of those regulations.
  - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the TRIPS.
  - f. The prospective lower tier participant further agrees by submitting this

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proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under Paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the TRIPS may pursue available remedies including suspension and/or debarment.

## 1.44 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - Lower Tier Covered Transaction

- a. The prospective lower tier participant certifies, by submission of this proposal or proposal, that neither it nor its "principals" [as defined at 49 C.F.R.§ 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 1.45 CIVIL RIGHTS

The following requirements apply to the underlying contract:

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as

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amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6103, section 203 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

- b. <u>Equal Employment Opportunity</u> The following equal employment opportunity requirements apply to the underlying contract:
  - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C.§ 2000e, and Federal transit laws at 49 U.S.C.§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seg., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.§ 2000e note), and with any applicable Federal statutes, executive orders. regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading. demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (2) Age In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.§ 623 and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - (3) <u>Disabilities</u> In accordance with section 103 of the Americans with Disabilities Act, as amended, 42 U.S.C.§ 12112, the Contractor

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agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 1.46 BREACHES AND DISPUTE RESOLUTION

Disputes arising in the performance of this Purchasing Agreement which are not resolved by agreement of the parties shall be decided by the Florida Department of Transportation. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Florida Department of Transportation. Any appeal of decisions of the Florida Department of Transportation shall be filed and administered by the "Administrative Procedures Act," Chapter 120, Florida Statues.

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this Purchasing Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the TRIPS and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida.

The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the TRIPS or the Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

#### 1.47 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the TRIPS that Disadvantaged Business enterprises as defined in 49 CFR 26.49 shall have the maximum opportunity to participate in the performance

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of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR 26.49 applies to this agreement.

The TRIPS Program Administrator on behalf of the Purchasers, or their Contractor, agree to ensure Disadvantaged Business Enterprises as defined in 49 CFR 26.49 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Purchasers, or their Contractors, shall take all necessary and reasonable steps in accordance with 49 CFR 26.49 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The TRIPS Program Administrator on behalf of the Purchasers and their Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

#### 1.48 STATE AND LOCAL LAW DISCLAIMER

The use of many suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law. Before the suggested clauses are used in the grantees procurement documents, the grantees should consult their local attorney.

#### 1.49 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantees' requests that would cause the grantee to be in violation of the FTA terms and conditions.

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# **EXHIBITS**

#### **LIST OF EXHIBITS**

- 1. Required Forms / Certifications
- 2. Price Proposal Forms / Payment terms
- 3. FDOT District Offices
- 4. Vehicle Delivery Checklist
- 5. Formula for Price Escalation

#### **EXHIBIT 1**

#### **TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS & DOCUMENTS**

THE ITEMS LISTED BELOW SHALL BE INCLUDED IN ENVELOPE NUMBER 1, TECHNICAL PROPOSAL:

- PROPOSAL ACKNOWLEDGMENT
- 2. PROPOSERS RESPONSE TO TECHNICAL SPECIFICATIONS
- 3. DESCRIPTION OF PROPOSED VEHICLE (INCLUDING PICTURES)
- 4. TECHNICAL DRAWINGS OF BUS BODY DESIGN
- DESCRIPTION OF AFTER SALE SERVICE SUPPORT
- MANUFACTURER'S PROPOSED TRAINING PROGRAM
- 7. DESCRIPTION OF WARRANTY PROGRAM
- 8. DESCRIPTION OF HOW MANUFACTURER ENSURES QUALITY
- 9. STANDARD ASSURANCES
- 10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS
- 11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT
- 12. BUY AMERICA CERTIFICATE
- 13. FTA BUS TESTING CERTIFICATION
- 14. LOBBYING CERTIFICATION
- 15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION
- 16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION
- 17. TITLE VI CIVIL RIGHTS CONTRACTOR AGREEMENT
- 18. CERTIFICATION OF COMPLIANCE WITH THE ADA
- 19. DEBARRED PROPOSER / INTEGRITY CERTIFICATION
- LIST OF TRANSIT SYSTEM REFERENCES WITH CONTACT INFORMATION

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### NOTE: PROPOSERS MUST USE THE FORMS PROVIDED. FAILURE TO DO SO WILL RESULT IN A NON-RESPONSIVE PROPOSAL. 1. PROPOSAL ACKNOWLEDGMENT

#### **DEALER**

#### Gentlemen:

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

#### **Transit Research Inspection Procurement Services Program**

#### TRIPS CONTRACT PROPOSAL #TRIPS-11-CA-RFP

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Acknowledgment is hereby made of the issuance of Specifications:	e following	addenda	(identified	by number)	received	since
Date						
Signature						
Company Name						
Title						

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#### 9. STANDARD ASSURANCES

#### **DEALER**

Federal Requirements for Invitation for Proposal
I,
Comptroller General's Proposer's Certification
hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.
Other Assurances
I,, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license #
assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.
assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).
Date
Signature
Company Name
Title

### 10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

#### **DEALER**

#### Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The	proposer	or Offeror	hereby	certifies	that it	will	meet	the	requirements	of	49	U.S.C.
532	3(j)(1) and	the applica	able regu	ılations ir	ո 49 CF	R Pa	art 66	1.				

Date	
Signature	-
Company Name	_
Title	
Certificate of Non-Compliance with 49 U.S	S.C. 5323(j)(1)
• • •	t it cannot comply with the requirements of 49 xception pursuant to 49 U.S.C. 5323(j)(2)(B) or
Date	
Signature	-
Company Name	_

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### 11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

(Applicable to purchases over \$100,000.00)

#### **DEALER**

#### Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The proposer or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date	<u> </u>
Signature	_
Company Name	_
Title	_
Certificate of Non-Compliance with 49 U.S.C	. 5323(j)(2)(C)
The proposer or Offeror hereby certifies that it U.S.C. 5323(j)(2)(C), but may qualify for an ex or (j)(2)(D) and the regulations in 49 CFR 661.7	ception pursuant to 49 U.S.C. 5323(j)(2)(B)
Date	
Signature	
Company Name	
Title	

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## 12. BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

#### **DEALER**

(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

#### **Certificate of Compliance**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date:	 	
Signature:		
Company Name:		
Title:		

### 13. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS <u>DEALER</u>

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date:	
Signature:	
Company Name:	
Title:	

#### 14. CERTIFICATION REGARDING LOBBYING

To be submitted with each proposal or offer exceeding \$100,000)

#### **DEALER**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C.§ 1352(c)(1)-(2)(A), any persor file or amend a required certification or disclosure form shall \$10,000 and not more than \$100,000 for each such expenditure.	all be subject to a civil penalty of not less than
The Contractor,, certifies or affirms of its certification and disclosure, if any. In addition, the provisions of 31 U.S.C. A 3801, et seq., apply to this certification.	Contractor understands and agrees that the
Signature of Contractor's Authorized Official:	
Name and Title of Contractor's Authorized Official:	-
	-

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#### 15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

#### **DEALER**

The proposer, if a transit vehicle manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49.

Date	_
Signature	
Company Name	
Title	

<u>NOTE:</u> An approved annual FTA certification must be received before a contract extension can be considered for each year.

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#### 16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

#### **DEALER**

Certification of Compliance with all safety related items contained in **Part 2**: **Technical Specifications.** 

The Proposer hereby certifies that it shall comply with the safety related requirements contained in **Part 2**: **Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

Date	
Signature	
Company Name	
Title	

### 17. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

#### **DEALER**

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter 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 Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 I, 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 Purchasing Agreement.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement 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 Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.
- (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 Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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### 17. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

(DEALER Continued)

- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA 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 Purchasing Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement 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 subcontract or procurement as the TRIPS or the FTA 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 subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

Date	
Signature	
Company Name	
Title	

### 18. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

#### **DEALER**

The Proposer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

Date	
Signature	
Company Name	
Title	

#### 19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

#### **DEALER**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- 1. Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- 2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date	
Signature	 
Company Name	
Title	

#### 1. PROPOSAL ACKNOWLEDGMENT

#### **MANUFACTURER**

#### Gentlemen:

The undersigned, as proposer, hereby declares that the only person interested in this Proposal as principal are named herein and that no person other than herein mentioned has any interest in this Proposal or in the Purchasing Agreement to be entered into; that this Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The proposer further declares that they have examined the Proposal documents and informed themselves of all conditions pertaining to this requirement and have also examined other contract documents relative thereto and has read all of the addenda furnished before the opening of the Proposal, as acknowledged below; and that they have satisfied themselves about the work to be performed.

The proposer agrees, if this Proposal is accepted, to contract with the Purchasers, to furnish all necessary materials, equipment, apparatus, means of transportation and labor necessary to provide the units covered by this Proposal and other contract documents of this project entitled:

#### **Transit Research Inspection Procurement Services Program**

#### TRIPS CONTRACT PROPOSAL #TRIPS-11-CA-RFP

It is understood that the prices stated by the undersigned in the Price Proposal are one of the considerations in determining award of the Purchasing Agreement.

Acknowledgment is hereby made of this suance of Specifications:	e following	addenda	(identified	by	number)	received	since
	-						
	-						
Date							
Signature							
Company Name							
Title							

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#### 9. STANDARD ASSURANCES

#### **MANUFACTURER**

rederal Requirements for invitation for Proposal
I,, representing the Proposer, certify that I have read and understand all terms and conditions of the Federal Requirements for Invitation for Proposal and, if awarded this proposal, will comply with all terms and conditions contained therein.
Comptroller General's Proposer's Certification
hereby certifies that they are NOT on the Comptroller General's list of ineligible Contractors. Manufacturers appearing on said list will be considered ineligible.
Other Assurances
I,, representing the Proposer, assure that the Proposer is licensed to sell vehicles in the State of Florida, under license #
assures that equipment proposal will meet or exceed all specifications, and that all equipment and items specified in the vehicle specifications arrive with the vehicle at time of delivery to the Purchaser.
assures that local representation of the manufacturer has been secured and will be liable for warranty work on the vehicle(s).
Date
Signature
Company Name
Title

### 10. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

#### **MANUFACTURER**

#### Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The proposer or Offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date	
Signature	
Company Name	-
Title	
Certificate of Non-Compliance with 49 U.S	s.C. 5323(j)(1)
	t it cannot comply with the requirements of 49 (ception pursuant to 49 U.S.C. 5323(j)(2)(B) or .
Date	
Signature	
Company Name	_
Title	

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### 11. CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

(Applicable to purchases over \$100,000.00)

#### **MANUFACTURER**

#### Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The proposer or Offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

_
_
. 5323(j)(2)(C)
cannot comply with the requirements of 49 ception pursuant to 49 U.S.C. 5323(j)(2)(B)

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## 12. BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

#### **MANUFACTURER**

(To be submitted with a proposal or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

#### **Certificate of Compliance**

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date:	
Signature:	
Company Name:	
Title:	

### 13. CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS MANUFACTURER

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323© and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date:	 
Signature:	
Company Name:	 
Title:	

#### 14. CERTIFICATION REGARDING LOBBYING

To be submitted with each proposal or offer exceeding \$100,000)

#### **MANUFACTURER**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C.§ 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C.§ 1352(c)(1)-(2)(A), any person file or amend a required certification or disclosure form sha \$10,000 and not more than \$100,000 for each such expenditu	all be subject to a civil penalty of not less than
The Contractor,, certifies or affirms to fits certification and disclosure, if any. In addition, the provisions of 31 U.S.C. A 3801, et seq., apply to this certification.	Contractor understands and agrees that the
Signature of Contractor's Authorized Official:	
Name and Title of Contractor's Authorized Official:	

#### 15. DISADVANTAGED BUSINESS ENTERPRISE TVM CERTIFICATION

#### **MANUFACTURER**

The proposer, if a Transit Vehicle Manufacturer (TVM), hereby certifies that it has complied with the requirements of 49 CFR, Section 26.49 by submitting an annual DBE / WBE goal to the Federal Transit Administration (FTA). The goal has either been approved or not approved by FTA.

The proposer, if a Dealer or non-manufacturer supplier, hereby certifies that the manufacturer of the transit vehicle to be supplied has complied with the above-referenced requirement of 49 CFR~ Section. 26.49.

Date	_
Signature	
Company Name	
Title	

<u>NOTE:</u> An approved annual FTA certification must be received before a contract extension can be considered for each year.

#### 16. MOTOR VEHICLE SAFETY STANDARDS CERTIFICATION

#### **MANUFACTURER**

Certification of Compliance with all safety related items contained in **Part 2**: **Technical Specifications.** 

The Proposer hereby certifies that it shall comply with the safety related requirements contained in **Part 2**: **Technical Specifications** (reference Federal Register Vol. 47, No. 195, Oct. 7, 1982 FTA Docket Nov. 81-3).

Date	
Signature	
Company Name	
Title	

### 17. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

#### **MANUFACTURER**

During the performance of this Purchasing Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter 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 Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 2 I, 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 Purchasing Agreement.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the Purchasing Agreement, shall not discriminate on the grounds of race, religion, color, sex, age, national origin, or disability in the selection and retention of subcontractors, including procurement 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 Subcontracts, including procurement of materials and equipment: In all solicitations either by competitive Proposal or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Purchasing Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, national origin, or disability.
- (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 Recipient or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the TRIPS, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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## 17. TITLE VI CIVIL RIGHTS ACT OF 1964 CONTRACTOR AGREEMENT

(MANUFACTURER Continued)

- (5) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Purchasing Agreement, the TRIPS shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including but not limited to:
  - (c) Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
  - (d) Cancellation, termination or suspension of the Purchasing Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurement 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 subcontract or procurement as the TRIPS or the FTA 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 subcontractor or supplier as a result of such direction, the Contractor may request the TRIPS to enter into such litigation to protect the interests of the TRIPS, and in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

Date	 	
Signature	 	
Company Name	 	
Title		

### 18. CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

#### **MANUFACTURER**

The Proposer hereby certifies that it shall comply with all requirements contained in **Part 2: Technical Specifications** relating to bus design or special equipment required by the Americans with Disabilities Act of 1990.

Date	
Signature	
Company Name_	
Title	

#### 19. DEBARRED BIDDERS / INTEGRITY CERTIFICATION

#### **MANUFACTURER**

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- 1. Lower tier participant certifies, by submission of this bid proposal, that neither it nor its "principals" (as defined at 49 CFR Part 29) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.
- 2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date	
Signature	
Company Name_	
Title	

#### 20. LIST OF TRANSIT SYSTEM REFERENCES AND CONTACT INFORMATION

#### **MANUFACTURER**

1.

2.

3.

4.

5.

6.

**7**.

8.

9.

10.

#### **EXHIBIT 2**

#### PRICE PROPOSAL FORMS

#### INSTRUCTIONS FOR COMPLETING PRICE PROPOSAL FORMS:

The following proposal forms must be completed by proposer and submitted in

#### **ENVELOPE 2, PRICE PROPOSAL:**

- 1. Price Proposal Form A Base Vehicle Price
- 2. Price Proposal Form B Seating Prices
- 3. Price Proposal Form C Paint Scheme Prices
- 4. Price Proposal Form D Individual Prices of Options
- 5. Price Proposal Form E Summary of Proposed Totals from Forms A, B, C, and D
- 6. Price Proposal Form F Terms of Payment

Proposers must enter a dollar amount in the appropriate spaces on ALL proposal forms. Entries such as "not applicable" or "not available" are not acceptable and will cause your proposal to be non-responsive. If there is no charge for a particular option, a zero (0) should be entered in the appropriate space. An option's availability / applicability to this proposal will be determined by the FDOT.

#### **Price Proposal Form A**

Proposal Form A shows the pricing of the base vehicle. The proposal price of the base vehicle will be entered in the "Price per Item" column. This figure will be carried to Proposal Form E for the Total Proposal Price.

#### **Price Proposal Form B**

Because various Purchasers have different needs and preferences, seating will be ordered per person. The prices for the individual seating types are inserted in the "Price per Item" column. Figures in the price per item column will then be used to determine the total cost of the seating configuration provided. This total will be entered in "Box A" and carried to Proposal Form E. Purchasers may select gray, blue, or tan for seating colors and black, gray, blue, or tan for flooring colors.

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#### **Price Proposal Form C**

Proposal prices for the individual paint schemes are inserted in the "Price Per Item" column. All amounts in the "Price per Item" column will be summed and entered at the bottom of the form in the "Total" line. If an agency requires a paint and lettering scheme that is not generally covered by one of those listed in this proposal, they may make separate arrangements either with the manufacturer or a local vendor to provide these services.

#### **Price Proposal Form D**

Proposal Form D is a list of all of the available options as explained in Part 3. The proposer will simply provide the amount that each option will cost (per item) in the "Price per Option" column. All amounts in the "Price per Option" column will be summed and entered at the bottom of the form in the "Total" line. This total will be carried to Proposal Form E for the Total Proposal Price.

#### **Price Proposal Form E**

Proposal Form E is a summary of the total proposal prices from Proposal Forms A, B, C and D. The information is inserted on the designated line and summed to produce the "Total Proposal Price."

#### **Price Proposal Form F**

Proposal Form F is the Terms of Payment and must be completed by the Proposer.

#### NOTE:

Complete and separate price proposal forms and packages should be submitted for each type of vehicle and chassis the proposer wishes to be considered by the TRIPS.

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## PRICE PROPOSAL FORM A BASE GAS ENGINE VEHICLE PRICE

ITEM	PRICE
Cutaway Type Vehicle	
Chassis Manufacturer	
Minimum Chassis GVWR (pounds)	
Vehicle length (inches)	
	_
TOTAL	<b> \$</b>

#### **NOTE:**

Interested proposers should submit separate and complete packets for each type of vehicle and / or chassis they wish to be considered by the TRIPS.

Interested proposers should submit separate pricing packets for each length vehicle if vehicle proposed is to be offered in various lengths.

### PRICE PROPOSAL FORM B SEATING

ITEM	PRICE PER PERSON
Standard Seat	
Fold-away Seat	
Children's Seat	

Multiply the prices indicated above for the configuration listed below. Enter the total price in Box A and on Proposal Form E.

NO.	TYPE	PRICE
10	Standard Seat	\$
2	Fold-away Seat	\$

	TOTAL PRICE
Вох А	

#### NOTE:

This seating configuration is for Proposal Tabulation purposes only. Agencies will select floor plans from TRIPS approved floor plans when placing orders. Each proposer shall submit the floor plans which will be made available to the TRIPS. This (these) floor plans are to be the detailed drawings and shall be accompanied by a sample of the proposer's standard four wheel weight analysis as a pre-build projection. The finished vehicle cannot exceed GVWR, GAWR or four wheel weight limitations as established by the chassis manufacturer. Proposer, if successful, will be limited to offering TRIPS agencies only those floor plans submitted with their proposal.

# UPHOLSTERY INFORMATION VINYL COLORS AVAILABLE

<u>BLUE CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

<u>BEIGE CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

**GREY CMI VINYL** - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

#### PRICE PROPOSAL FORM C

#### **PAINT SCHEME PRICES**

ITEM	PRICE PER ITEM
Paint Scheme 1 (standard)	\$
Paint Scheme 2	\$
Paint Scheme 3	\$
TOTAL	\$

#### **NOTE:**

If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

Proposer shall submit detailed drawings of its standard paint schemes.

# PRICE PROPOSAL FORM D INDIVIDUAL PRICES OF OPTIONS

ITEM	DESCRIPTION	PRICE
3.2.2.2	Diesel engine meeting current EPA requirements	
3.2.2.3	A hybrid drive train integrated with (check one) diesel or gasoline engine	
3.2.2.3	Alternative Fuel Engine Size:Make:Manufacturer:	
3.2.2.4	Manufacturers Extended Warranty (also detail coverage in miles and months)	
3.2.9.1	Aluminum wheels	
3.2.9.2	Stainless steel wheel liners / inserts, front and rear wheels	
3.2.10.5	Merlin Multiplex Programmable Electronic Vehicle Control System	
3.2.21.6	Freedman Featherweight High Back standard seats (per seat)	
3.2.21.7	Upholstery material with "Dimensions With Nanocide"	
3.2.21.8	Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	
3.2.21.9	Upgrade interior side wall panels with Nanocide	
3.2.21.10	Extend the length of the standard seat belts provided	
3.2.24.2	USSC Evolution G2E with pedestal	
3.2.24.3	Freedman Sport Driver seat with Relaxor	
3.2.25.3	Altro Transflor slip resistant vinyl flooring	
3.2.26.3	Driver Safety Partition	
3.2.27.6	Bentec Powder-Coated handrails and stanchions (provide standard colors)	
3.2.31.5	Exterior remote controlled mirrors	
	FORM D CONTINUED NEXT PAGE	

#### FORM D (continued)

ITEM	DESCRIPTION	PRICE
3.2.34.2	Romeo Rim HELP rear bumper with HawKEye Reverse Assistance System	
3.2.34.3	Reverse camera and monitor backing system: Manufacturer	
3.2.36.6	Air purification system	
3.2.37.3	Ricon Klear-View lift (prior approval from FDOT required)	
3.2.37.3	Braun model NVL917IB lift (prior approval from FDOT required)	
3.2.38.14	Stretcher Securement System only	
3.2.38.15	Stretcher bed (only)	
3.2.39.8	Fogmaker Fire Suppression System	
3.2.39.9	Amerex Small Vehicle System automatic fire suppression powder system	
3.2.39.10	Camera System, priced per camera	
3.2.39.11	"Mentor Ranger" in vehicle computer	
3.2.40.2	REI Public Address System	
3.2.40.3	Upgrade the standard vehicle AM/FM Radio	
3.2.41.2	Transign manually operated roller curtain type destination sign	
3.2.41.3	TwinVision "Elyse" software electronic destination system	
3.2.41.4	TwinVision "Mobi-Lite" electronic destination sign	
3.2.41.5	Transign LLC 2-digit Block / Run Number box unit	
3.2.41.6	Transign LLC3-digit Block / Run Number box unit	
3.2.41.7	Transign LLC passenger "STOP REQUESTED" sign	
	FORM D CONTINUED NEXT PAGE	

#### FORM D (continued)

ITEM	DESCRIPTION	PRICE
TOTAL	COMBINED TOTAL OF TWO (2) FORM D PAGES	\$
>>>>>	>>>>>>>	<<<<<
3.2.40.0	BELOW LIST OTHER MANUFACTURER OPTIONS AVAILABLE	
3.2.42.1		
3.2.42.2		
3.2.42.3		
3.2.42.4		
3.2.42.5		
3.2.42.6		
3.2.42.7		
3.2.42.8		
3.2.42.9		
3.2.42.10		
	TOTAL OF 3.42 OTHER OPTIONS ONLY	\$

# PRICE PROPOSAL FORM E SUMMARY OF PROPOSED TOTALS FROM PRICE PROPOSAL FORMS A, B, C, AND D

The undersigned Proposer agrees to furnish the equipment in accordance with the specifications and proposal requirements contained in this package.

All seating and securement, paint schemes, options and vehicle specifications have been carefully examined and the costs shown in Proposal Forms A, B, C and D of this proposal. These combined costs, as shown below, constitute the Total Proposal Price for this package.

DESCRIPTION OF THE TOTAL PRICE	
TOTAL FROM PRICE PROPOSAL FORM A	
TOTAL FROM PRICE PROPOSAL FORM B, BOX A	
TOTAL FROM PRICE PROPOSAL FORM C	
TOTAL FROM PRICE PROPOSAL FORM D	
TOTAL PROPOSAL PRICE	
Date	
Signature	
Company Name	
Title	

## PRICE PROPOSAL FORM F TERMS OF PAYMENT

The following terms of payment are proposed:

The agencies will submit their portion of the purchase price (local match) to the 5310 administrator at CUTR when the vehicle order is placed.

- 1. A 2% (24% per annum) service charge will be added to all past due accounts.
- 2. Total proposal price is based on payment terms of net sixty (60) days after acceptance of each vehicle. If Contractor has not received payment in full within the 60 day period following acceptance of vehicle, agencies will incur the 2% monthly service charge beginning on day 61.

The undersigned understands that any condition stated above, clarification made to the above or information submitted on or with this form, other than that requested, will render the proposal unresponsive.

Date	
Signature	
Company Name_	
Title	

#### **EXHIBIT 3**

#### **FDOT DISTRICT OFFICES**

Julia Davis FDOT District One PO Box 1030 Fort Myers, FL 33902-10 (239) 461-4300

Kathy Rudd FDOT District Three 1074 Hwy 90 Chipley, FL 32428-0607 (850) 638-0250 x549

Karen Paul FDOT District Five 133 S. Semoran Blvd. Orlando, FL 32807 (407) 482-7858

Nicole Mathis FDOT District Seven 11201 N. McKinley Dr. Tampa, FL 33612-6403 (813) 975-6195 Gwendolyn Pra FDOT District Two 2198 Edison Avenue, MS 2813 Jacksonville, FL 32204 (904) 360-5687

Paula Scott FDOT District Four 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 (954) 777-4491

Ed Carson FDOT District Six 1000 N. W. 11<sup>th</sup> Ave., Room 6105 Miami, FL 33172 (305) 470-5255

### EXHIBIT 4 VEHICLE DELIVERY CHECKLIST

The below items must be presented at time of delivery of vehicle to agency or vehicle will be considered non-acceptable.

- Vehicle properly serviced, clean and in first class operating condition.
   Includes front end alignment, wheels balanced, unnecessary stickers removed
- Proper "Application for Registration"
- GVWR either on Certificate of Origin or Registration
- Four Wheel Weight Analysis Certification
- Odometer Certification
- "As Built" Wiring diagrams and chassis electrical manuals
- Service, chassis service and "As Built" Parts manuals
- Operator's manual
- Dealer Invoice
- Spare key(s)
- Bill of sale
- Warranty papers (forms, policy, procedures)
- Maintenance schedule
- Post-Delivery Audit documents-
  - Buy America Certificate and documentation annotating percentage breakdown and percentages, location and items present during final assembly (post-delivery breakdown document)
  - o FMVSS
  - Specifications
  - Blank Acceptance / Rejection Notification

#### EXHIBIT 5

#### FORMULA FOR COMPUTATION OF SECOND STAGE PRICE ESCALATION

Escalation will be calculated based on the following formula which utilizes the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) (Industry) Category PCU3362113362117 "Buses and Firefighting vehicles, complete, produced on purchased chassis:" \*\*, not seasonally adjusted. In no event will the prices for any purchase release exceed, by more than 5%, the price(s) that would have been in effect twelve (12) months prior to the date of the release or the base price of the purchase order release if less than twelve (12) months after the initial contract award.

Index Point Change	<b>Examples</b>
PPI Index: Future Recomp Month	141.1
Less PPI Index: Base Award Month	. 137.5
Equals Index Point Change	. 3.5
Index Percent Change	Examples

Index Percent Change	<u>Examples</u>
Index Point Change	3.5
Divided by PPI Index: Base Award Month	137.5
Equals	0.0254
Results multiplied by 100 equals Percent Change	2.54%

Total price of standard bus \$42,850.00 Minus price of chassis \$27,050.00 = Equals total second stage price = \$15,800.00

"Certain Dollar Amount" Cost of second stage price divided by 100

Certain Dollar Amount 15,800 / 100 = 158

Price of second stage will change \$158.00 per 1 percent movement in the producer price index (PPI)

In this example, 2.54% times \$158.00 equals \$401.32. This could be added to the total cost of the add-ons per bus. Chassis increase would be added separately per instructions in Section 1.2. Once recompilation of second stage pricing is completed, the last recomp month becomes the new award month.

**NOTE:** These figures provided for illustrative purposes only.

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<sup>\*\* =</sup> If discontinued, Category PCU3362113362119 "Trucks/vehicles, other types, complete, produced on purchased chassis:" will be used.

#### **TECHNICAL SPECIFICATIONS**

#### **#TRIPS-11-CA-RFP**

#### **CUTAWAY TRANSIT VEHICLES**

>>>>>>>PROPOSAL SUBMITTAL INSTRUCTIONS

This document was written in Microsoft Word. If you are unable to prepare the response in Microsoft Word, please contact the <u>Contract Administrator</u> at 813- 974-6693 for an alternative method. In submitting a Proposal, for the remainder of Part 2 below, note <u>after each numbered section</u> whether your proposal Exceeds, Meets, or Does Not Meet, the technical specification and add any related comments. Using Microsoft Word software, cut and paste each response in <u>RED</u> as per the following format:

Our specification being proposed for the section above (circle one below):

EXCEEDS MEETS

DOES NOT MEET

#### Comment:

Do not submit manufacturer brochures for any component or product The Evaluation Committee will request additional information as desired.

#### 2.1.0 GENERAL INFORMATION

2.1.1 This Proposal shall consider any available cutaway chassis that the manufacturer is capable of building. Proposal shall include GVWR and GAWR along with the body length and seating capacity.

Shuttle Bus Package shall include the following: Chrome Appearance, Transmission Oil Cooler, Auxiliary Rear Heat Provisions, Tilt-Wheel and Cruise Control. No Standard Features shall be deleted. Each Proposal shall include a listing of all Standard Features, Safety and Security Features and Accessibility Features to be provided as standard on this

contract. A separate form in this RFP is provided to list Optional Features available and their related pricing.

The first bus produced under this agreement shall be considered the "prototype" bus. After inspection of this vehicle, TRIPS reserves the right to mandate changes to the electrical system wiring, related components and general quality control finishes. Contract language will be revised to reflect these changes and subsequent manufactured vehicles shall include all changes as standard in production.

2.1.2	Each Chassis GVWR being proposed shall be submitted as a separate proposal.	
	Proposed Chassis GVWR (in pounds)	
2.1.3	Overall length 20' – 31' (excluding help bumpers)	
2.1.4	Overall width (dual rear wheel)	
2.1.5	Overall width (less DRW fenders)	
2.1.6	Headroom, minimum 74"	
2.1.7	Door Width, minimum (clear) 28 1/2"	
2.1.8	Door Height, minimum 80"	
2.1.9	Overall Height, maximum 120"	
2.1.10	PASSENGER SEATS: Seating Capacity of floor plans – minimum / maximum Seated Adult Capacity minimum / maximum Wheelchair positions minimum / maximum Seated Knee Room forward, minimum 26" Seated Width per seat, minimum 17" Cushion Height above finished floor, minimum 17.5" maximum 18.5"	
2.1.11	Each Proposal shall provide all available seating arrangement floor plar for TRIPS approval. Upon successful negotiation of a contract, any variance from this pre-approved list will require written permission from FDOT.	าร

2.1.12	STEPS:  Ground to first step maximum 12"  Riser height- maximum 8"  Tread depth- minimum 9 ½  Cab Door & Front Passenger side seat deleted (Yes or No)
2.1.14	Air Bag, Frontal, Driver's side only (Yes or No)
2.1.15	Mirror, Inside Rearview Day/Night (Yes or No)
2.1.16	Capacity of fuel tank in OEM Location – largest gallon capacity
2.1.17	Tires and Wheels shall be standard OEM size and load range for the GVWR of the proposed chassis. <i>Tire size:</i> Wheel size:

- 2.1.18 The vehicle shall conform in all respects to State of Florida Motor Vehicle laws (including, but not limited to, Chapter 316, Florida Statutes, Safety rules of the Department of Transportation, Chapter 14-90, promulgated under the requirements of Chapter 341, Florida Statutes) and the American with Disabilities Act, Title 49 Code of Federal Regulations, parts 38, Accessibility Specifications for Transportation Vehicles, Subpart B-Buses, Vans and Systems. This vehicle shall also comply with 40 CFR Parts 85 & 86 Air Pollution and Emission Standards for New Vehicles. Compliance with all applicable Federal Motor Vehicle Safety Standards shall also be required. The successful bidder will be required to provide any and all results of testing accomplished under the final rules issued by the Federal Transit Administration, 49 CFR Part 655 Bus Testing Program. The tests include the evaluation of maintainability, reliability, safety, performance, structural integrity, fuel economy and noise. Test based on: 5 years/ 150,000 miles
- 2.1.19 Workmanship throughout the vehicle shall conform to the highest standards of accepted commercial practice and shall result in a neat and finished appearance. The complete vehicle(s) furnished must be of substantial and durable construction in all respects. All sub-components must be installed per the sub-component manufacturer's standard mounting/installation/operations instructions. Any deviations on component mounting/installation/operations procedure must be approved in writing by the sub-component manufacturer and TRIPS prior to installation.

- Welding procedures and materials shall be in accordance with standards of the American Society of Testing Materials and the American Welding Society. Welds not meeting these standards will be rejected. Rejection will result in the total replacement of sub-floor assemblies and/or cage assemblies. All exterior skin side welded surfaces shall be ground smooth and be free of unfriendly surfaces as part of the standard production process. All welds shall be inspected for quality and subject to on line inspection. All welding shall be performed using MIG welding machines utilizing Argon gas. All steel body/floor structure shall be coated rust inhibiter primer for corrosion protection and to prevent rust. Proposer shall describe their corrosion prevention process and products utilized in application to vehicle and submit with proposal for this RFP.
- 2.1.21 All parts, components and accessories shall be new. All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. The exhaust system and drive line shall be free from primer. Manufacturer shall certify that it has the equipment necessary to accomplish this task. Any sub-component installed underneath the vehicle shall not be primed.
- 2.1.22 All exposed surfaces and edges shall be smooth, free from burrs and other projections and shall be neatly finished. All fasteners used in the vehicle shall be backed by a Certificate of Quality by the manufacturer and have been found to be in accordance with all SAE and ANSI specifications.
- 2.1.23 The building of the chassis frame to produce the lower profile necessary to provide a completed bus that complies with ADA will be accepted for the installation of a wheelchair ramp. This process will allow for building chassis for various wheel bases. The State of Florida will allow cutting of the chassis for the purpose of installing a lowered floor and a wheelchair ramp. Cutting of the chassis to increase or decrease the length of the chassis to increase the GVWR will not be permitted. This will be verified through serial number checks. The proposal shall include a detailed description and drawings of frame insert section. The rear overhang, measured from the center of the rear axle to the outer edge of the rear bumper, cannot exceed 1/3 of the overall vehicle length. Rear frame extensions shall be Butt-welded with a continuous weld and shall exceed the requirements of the chassis manufacturer. In addition, the FDOT requires a 4" x 12" x 1/4" steel plate to be installed and welded with a continuous weld around the entire circumference of the plate and bolted. Further, The FDOT will not allow re-certification of the chassis OEM GVWR and GAWR. Any vehicle that exceeds the OEM GVWR and/or GAWR will not be accepted.

- 2.1.24 All vehicles shall be weighed "as built" before release and manufacturer's engineering department shall perform a four corner weight analysis on each vehicle that indicates the weight of the vehicle and any attachments, the maximum weight of the occupants (150 pounds per seated position and 250 pounds per wheel chair position), and the weight of a full tank of fuel for GAWR and GVWR evaluation. A copy of the "as built" weight certification, four corner weight analysis and an "as built" floor plan shall be on each vehicle shipped to Florida for the TRIPS. The "as built" weight certification shall provide the following information for each individual bus:
  - > VIN of the bus
  - > Manufacturer
  - > Body Serial Number
  - > A description (type) of the bus
  - > Date of certification
  - > The number of ambulatory passenger capacity including driver
  - > The number of wheelchair positions
  - > Four wheel weight distribution of the actual completed weight of the bus including all attachments
  - > Four wheel weight distribution of the weight of the ambulatory passengers including driver
  - > Four wheel weight distribution of the weight of the wheelchairs
  - > Four wheel weight distribution of the weight of the Fuel
  - > Four wheel weight distribution of the total weight of the vehicle
  - > Weight analysis must have signature and title of person submitting it

In addition to the manufacturer's weight calculations and documents, TRIPS will require that the manufacturer's complete and submit weight calculations on TRIPS Form #TRIPS-10-CA. TRIPS will perform random four wheel weight analysis at the Springhill Inspection, Testing & Research Facility in Tallahassee. The total weight at each wheel must not exceed 50% of the GAWR for that axle and GVWR must not be exceeded. Any bus that exceeds either condition will be rejected.

- 2.1.25 Manufacturer will be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
  - 1. Complete lubrication of chassis, engine, and operating mechanisms with manufacturer's recommended grades of lubricants.
  - 2. Check all fluid levels to insure proper fill.

- 3. Adjust the engine for proper operating condition.
- 4. Inflate tires to proper pressure.
- 5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.
- 6. Cleaning of vehicle, and removal of all unnecessary stickers and debris.
- 7. Full front-end alignment utilizing heavy duty equipment and experienced trained technicians to perform proper alignment. All wheels shall be balanced, including spare tire. This alignment is to be performed only after vehicle is built complete and is at full curb weight. Vehicle shall be delivered with fully adjustable front end components installed to allow alignment in the field without replacing any components.
- 8. Focusing of headlights utilizing equipment designed for this purpose.

#### 2.1.26 Manufacturer shall certify that it:

- 1. Has in operation or has the capacity to have in operation, a manufacturing plant.
- 2. Has adequate engineering personnel, or has the capability to have such personnel, to satisfy any engineering or service problem that may arise during the warranty period. Bidder must supply in proposal the number of engineers along with their designated areas of responsibilities.
- 3. Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
- 2.1.27 Dealer will be required to submit weekly status reports into the TRIPS Database Center, which tracks the progress of each individual vehicle through the procurement and production process, from receipt of order through delivery and acceptance of each individual vehicle by the agency. This report shall be coordinated with the manufacturer's report and must be submitted the first workday following the previous workweek.

See Part 2, **Exhibit 1: TRIPS Database Dealer Requirements,** for information describing the process for Dealers to submit Weekly Status Reports to the TRIPS Database Center.

- 2.1.28 Dealer shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:
  - Correct and repair all deficiencies noted in the TRIPS Pre-delivery Inspection Report conducted on each individual vehicle at its Springhill Bus Inspection Research & Testing facility in Tallahassee. All repairs must be completed before delivery to Purchaser. The Dealer must enter detail of the repair action into the TRIPS Database Center for the specific VIN of each vehicle inspected by TRIPS Staff.
  - 2. Check all fluid levels to insure proper fill levels.
  - 3. Adjust the engine for proper operating condition.
  - 4. Inflate tires to proper pressure.
  - 5. Check to insure proper operation of all components, accessories, gauges, lights, and mechanical and hydraulic features.
  - 6. Cleaning of vehicle, and removal of all unnecessary stickers, markings and debris.
- All sub-component units installed such as, but not limited to wheelchair lift, restraint systems, passenger seating, event data recorders, alternators, air conditioning, and any other subcomponent installed by the bus manufacturer shall be installed per the sub-component manufacturer's installation instructions. Bus manufacturer must certify that said sub-components have been installed per the instructions provided and a copy of all installation instructions shall be provided to TRIPS; with changes, revisions and / or updates to installation instructions and procedures being immediately communicated to the TRIPS for review and approval. Submit Manufacturer Installation Instructions for all components with proposal.

#### **2.2.0 ENGINE**

2.2.1 Gasoline engine shall be manufacturer's standard for this size bus considering components and accessories proposed. The proposed engine must give satisfactory performance over terrain encountered in Florida

- with maximum passenger load. Manufacturer shall propose engine horsepower and torque.
- 2.2.2 Diesel engine shall be manufacturer's primary option for this size bus considering components and accessories proposed. The specified engine must give satisfactory performance over terrain encountered in Florida with maximum passenger load. Manufacturer shall propose engine horsepower and torque.
- 2.2.3 TRIPS reserves the right to accept hybrid drive-train system and/or Alternative Fuel engines when offered by the manufacturer, during the term of this contract
- 2.2.4 Manufacturer extended warranty (See Part 3: Options).
- 2.2.5 Heavy-duty, minimum 4-speed, automatic, overdrive transmission, with tow/haul mode, and the most extreme duty cycle available from OEM, compatible with the engine specified, is standard. Gross input power, gross input torque and rated input speed shall be compatible with the engine specified.

#### 2.3.0 COOLING SYSTEM

2.3.1 The FDOT will accept the OEM heater hose in the engine compartment. Silicone hose with constant torque clamps shall be installed between the OEM connection and the auxiliary heater. All heater hose shall be routed below floor level to ensure passenger safety. Electric-vacuum controlled auxiliary heater fluid shut-off valves shall be included as standard equipment. Goodyear Hoses are acceptable.

#### 2.4.0 EXHAUST SYSTEM

- 2.4.1 The vehicle shall be equipped with a heavy duty, corrosion resistant exhaust system which meets or exceeds FMVSS and EPA noise level and exhaust emission (smoke and noxious gas) requirements. Heavy-duty exhaust hangers shall be standard equipment and shall be bolted to the frame. All hanger U-bolt thread orientation must be directed sideways. All altered exhaust joints shall be welded with a continuous weld.
- 2.4.2 The exhaust tailpipe shall terminate at the left rear corner of the bus.
- 2.4.3 Galvanized heat shielding shall run between the exhaust system and the floor of the vehicle, at a minimum, this shield shall meet OEM Up-Fitter Guide requirements, or approved equal.

#### 2.5.0 DRIVE SHAFT

2.5.1 Protective metal guards for the drive shaft shall be provided to prevent a broken shaft from touching the ground, contact any brake line, or whipping through the floor. The drive shaft guards shall conform to 49 CFR. Manufacturer shall provide a detailed description of the guard(s) proposed.

For each drive shaft section, the protective metal guard shall be located within ¼ of the length of the shaft and behind the forward U-joint. The bottom portion of the hoop shall be no more than three (3) to four (4) inches from the outer surface of the drive shaft.

#### 2.6.0 SUSPENSION

2.6.1 Suspension shall be manufacturer's standard. It must be load rated for the GVWR of the size bus involved.

#### 2.7.0 **AXLES**

2.7.1 Axles shall be manufacturer's standard. Axle must be load rated for the GVWR of the size bus involved.

#### 2.8.0 BRAKES

- 2.8.1 Brakes should be capable of stopping a fully loaded vehicle at a deceleration rate equivalent to a 22-foot stop from a speed of 20 miles per hour and meet the FDOT Performance Brake Test Procedure (Part 2, Exhibit 4). They must be capable of this type of stop 3 times in a rapid succession from a speed of 20 miles per hour without brake fade.
- 2.8.2 The parking brake shall be capable of holding a fully loaded vehicle on a 15 degree incline and meet the FDOT Emergency/Park Brake Procedure Test (Part 2, Exhibit 5). The system shall incorporate a warning light on the instrument panel to indicate to the driver when the parking brake is applied.
- 2.8.3 The controls for the wheel chair lift shall be interlocked with the vehicle parking brake system and transmission to ensure the vehicle cannot be moved from the park position when the wheel chair lift is activated. The interlock must meet ADA Title 49 Lift Interlock requirements.

2.8.4 The interlock system shall be a solid state, microprocessor-controlled unit that utilizes "Plug and Play" connections to the chassis, incorporating intermittent fault filter technology to eliminate false signals from activating the system, and have a dash mounted LED to display sub-system status. The system shall be an Intermotive ILIS system, or approved equal.

#### 2.9.0 TIRES & WHEELS

- 2.9.1 Steel wheels are standard. Aluminum wheels will be provided as an option (See Part 3: Options).
- 2.9.2 Stainless steel wheel liners / inserts, front and rear wheels will be provided as an option (See Part 3: Options).
- 2.9.3 A spare tire, mounted and balanced on the same type wheel assembly of the tires mounted on bus, shall be provided as standard and shipped loose with each vehicle. The spare tire shall be covered and secured so as not to damage the interior of the bus in shipment.

#### 2.10.0 ELECTRICAL

- 2.10.1 The vehicle shall be equipped with a heavy-duty (12 volt) electrical system. All components are to be selected and integrated to function in an environment characterized by low engine (alternator) speeds and high amperage draws (due to lights, wheelchair lift, 4-way flashers, air conditioning, or heater, and other accessories in constant operation). The entire electrical system, shall comply with CFR 49 sections 393.29, 393.30, 393.31, 393.32, and 393.33 respectively.
- 2.10.2 The vehicle shall be equipped with a belt driven American Power Systems Alternator, or approved equal, capable of producing output at engine idle that exceeds the total amperage draw with all systems (excluding the wheelchair ramp) functioning. Alternator must be capable of producing this level of output with alternator surface temperatures up to 220 degrees Fahrenheit. Manufacturer shall perform testing of total amperage draw on all vehicles under this contract to ensure compliance. The upgrade (non-OEM) alternator manufacturer shall provide a permanent label under the hood stating brand, model number, serial number and alternator output. The OEM alternator output cable to the OEM power supply box must be retained and a separate second stage cable shall be installed ensuring even voltage distribution between the two sets of circuits. If an alternator or alternators is/are equipped with a separate rectifier bridge or an external regulator, the rectifier and or regulator shall be mounted inside cab of the vehicle. Manufacturer may be asked to furnish a sample of any

aftermarket alternator for testing prior to award of contract. The alternator(s) proposed must meet or exceed the alternator manufacturer performance standards and **Part 2**, **Exhibit 6**: **Alternator Output Test.** 

- 2.10.3 The vehicle shall have dual 700 CCA batteries located in a readily accessible area on a pullout stainless steel tray under the body. The access door shall be non-locking latch type. The vehicle shall be equipped with a storage battery electrical power main disconnect switch. All battery cable connections shall be coated to prevent corrosion. The disconnect switch shall be labeled in red lettering "Battery Disconnect, Emergency Use ONLY".
- A fast idle system shall be installed which will automatically increase the engine speed (RPM) to approximately 1500 RPM on gasoline engines and 1200 RPM on Optional diesel engines. The fast idle shall be Inter-motive Advanced Fast Idle Systems (AFIS), or approved equal. Include a Gateway Module capable of being actuated either by driver, a voltage sensor, an air conditioner, an air compressor command, or a low coolant temperature command. This fast speed idle shall engage only when the vehicle is in Park and the parking brake applied.
- 2.10.5 The vehicle shall be a 12 volt electrical control system specifically designed for this application. The system shall incorporate diode protected relays, environmentally sealed input and output connections. The connectors shall be color coded and keyed to eliminate incorrect installations. Proposal shall include the system to be provided. Provide the Merlin Multiplex Programmable Electronic Vehicle Control System as an option (See Part 3: Options).
- 2.10.6 A reverse direction alarm (BUA) in compliance with SAE J994b with respect to acoustical performance for a Type B device, but emitting at least 7dbb (A) plus or minus 4db with a supply of 14 volts. Conformity to the environmental test stipulated by the SAE shall not be required.

#### 2.11.0 WIRING HARNESS & ROUTING

2.11.1 The wiring harness must be built by a reputable wiring harness manufacturer and must be built to length of bus. Proposer must supply the name of this manufacturer and provide a list of recent customers; and must submit a proposed wiring schematic. Each harness shall be as-built with the exception of optional items, but each wiring schematic must identify each optional circuit. Harness may incorporate wiring for options not selected by the end user. Schematics shall include each connecter pin number and location. It shall also include symbols

indentifying electrical components along with location of each component. Each set of schematics shall have a legend that identifies each symbol used, including grounds.

All wiring shall be vinyl insulated to 200 degrees Fahrenheit, shall meet SAE standards, and shall be color coded and number coded at least every eighteen (18) inches and permanently labeled to identify their function. Battery cables shall be 1/0 gauge with minimum of 0.075" wall plastic insulation. All wiring shall be of sufficient size to carry the required currents without excessive voltage drop.

Entire harness system and mating electrical components shall be plugconnected with lock tab connectors; all terminals are machine crimped; all harnesses shall be covered in high temp conduit and all exterior under body/under hood connectors are Weather-Pak connectors.

All multi-pin connectors with 12 or more conductors shall be environmentally sealed electrical connectors with a tab connector. All connectors with 3 to 12 circuits that are under the hood and/or under the vehicle shall be environmentally sealed high impact plastic connectors with pull apart locking tabs. All connections containing one to two circuits shall be made with Posi-Lock connectors. Any solder joints must be pre-approved by FDOT. **NO BUTT CONNECTORS WILL BE ALLOWED**.

- 2.11.2 All body wiring shall be run inside the body in a protected area. All wiring shall be in a loom and secured for maximum protection. Clamps shall be rubber or plastic coated to prevent them from cutting the wiring insulation. When routing wiring under vehicle all wiring shall be encased in a loom and attached to the frame and sub-floor structure with rubber or plastic coated P-clamps every 12 inches and shall not be bundled with hoses. The harness shall run in straight lines as close to the chassis frame rails as possible. Any harness that goes over the rear suspension shall be encased in a conduit fixture securely fastened to the sub-floor rails or routed inside the frame rails.
- 2.11.3 All fuses and relays (other than chassis OEM) shall be placed in an electrical panel. The panel shall be accessible through a non-locking door. Connection to OEM electrical system shall be accomplished through connectors supplied by the chassis manufacturer using locking mating connectors. A legend shall be provided on the circuit box door that displays circuit fusing and identification information.

#### 2.12.0 FDOT CRASH AND SAFETY TESTING STANDARDS

It is mandatory that the Proposer meet the approval requirements of the FDOT Crash and Safety Testing Standards. Award of contract is contingent on successfully completing a two-step Pre-Approval process and obtaining a Temporary Waiver Contract. The Pre-Approval process must be completed within 90 days of award of contract. If satisfactory results are obtained, TRIPS will then issue a Temporary Waiver Contract Award for a period of no more than 24-months from issuance of the temporary waiver. Satisfactory Full Scale testing should be completed within 24-months. Detailed information on the Pre-Approval Process requirements can be found in **Part 2**, **Exhibit 7: Pre-Qualification Structural Test Procedure** 

The Pre-approval Process (90-days) consists of two steps:

<u>Step 1</u> – Manufacturer submits to TRIPS detailed cage structural drawings, a description of the method of attachment and a description of materials to be used in its construction. Upon TRIPS completing their review, any structural concerns will be discussed with the manufacturer.

<u>Step 2</u> – TRIPS will notify the manufacturer to send test panels for evaluation. The panels required are a floor/sidewall, roof/sidewall and partial sidewall panel sections. TRIPS will complete the panel evaluation within 90-days of receipt of the panels at their Tallahassee, FL Bus Inspection & Testing Facility.

If the manufacturer fails to meet the approval requirements at the end of the temporary waiver contract period, the Contract Award will be terminated. Information on the full scale approval requirements on these standards can be found in Part 2, Exhibit 8: FDOT Crash and Safety Test Approval Process (Full Scale).

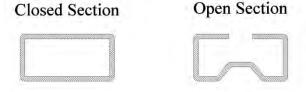
2.12.1 A fully welded structural steel cage is critical in the construction of a sound paratransit bus. Structural steel framing is important as it provides an effective means of energy absorption in the cage structure and protects passengers against extensive deformation during roll-over and side impact accidents.

Care should be taken to ensure the quality of the welds connecting the steel cage. Large differences in strength of the steel framing can be attributed to the poor performance of welds due to incorrect material preparation and/or incorrect heat setting used on the welding machine.

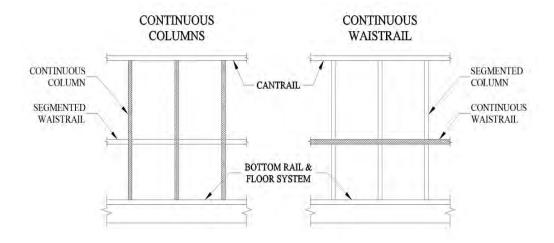
To ensure the structural integrity of the frame is not compromised through the service life of the paratransit bus, measures should be taken to protect the structural steel frame from corrosion. This can be addressed through the use of galvanized steel or a sprayed on coating/paint.

The use of compact cross sections, as defined by AISC Steel Construction Manual Table B4.1, for structural steel components used in the construction of paratransit busses is recommended. Upon failure, structural steel components with a compact cross section experience appropriate rotational capacity at local plastic hinges. Failure of a non-compact section is unwanted as it is rapid and absorbs less energy when compared to the failure of a compact section.

Structural members with closed cross sections have characteristics more favorable for use in paratransit bus construction. Members with closed cross sections are more easily connected to other members as they can facilitate full perimeter welds, whereas members with open section typically do not. In addition to this, members with closed cross sections typically resist local buckling better, leading to higher rotation capacity and improved structural performance. Examples of both sections are provided below.



Having a sidewall construction with continuous vertical columns and a segmented waistrail provides superior impact resistance when compared to a similar sidewall with segmented vertical columns and a continuous waistrail. The main reason for this significant performance discrepancy is reduced energy absorption in plastic hinges developing prematurely in the discontinuous columns, close to the connection with the waistrail. The difference in sidewall construction is shown below.

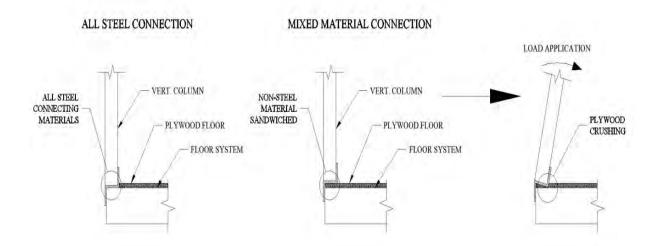


To provide a strong cage structure, it is important that structural members are welded on both sides as shown in the left of the figure directly below. The recommended weld pattern creates a strong connection in both directions of loading. If a weld is only present on one side of the member, the connection will provide little bending resistance in the direction that causes the member to rotate about the weld, as shown in the middle and right of the figure below.

# WELDED ON BOTH SIDES POOR RESISTANCE POOR RESISTANCE POOR RESISTANCE VERT. COLUMN WELDS ON BOTH SIDES FLOOR SYSTEM FLOOR SYSTEM POOR RESISTANCE POOR RESISTANCE POOR RESISTANCE POOR RESISTANCE FLOOR SYSTEM FLOOR SYSTEM

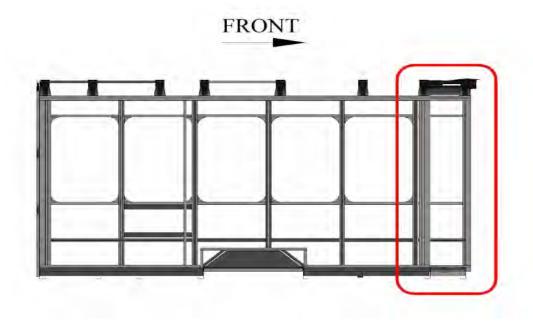
Avoid the inclusion of non-steel materials between steel structural components. There are two key reasons for this: First, non-steel components typically have adverse effects on the overall structures performance due to their poor mechanical properties, thus creating a weak point in the structure. Second, the inclusion of non-steel components creates difficulties when trying to connect the main structural steel components. In the figure below, left and middle, two very similar wall-to-floor connections are shown, except for the fact that

the second connection includes plywood sandwiched between the steel components. This difference results in a connection that is much less stiff and exhibits lower strength due to the crushing of the sandwiched plywood, leading to a failure as shown on the right of the figure below.



Exterior skin and spray foam insulation can provide significant strength contributions to the bus structure depending on their composition and installation. This is most significant in short busses, as there is high variability in the cage construction along the length of the bus due to the presence of doors and wheel wells.

It is critical that the front of the passenger cage be designed and built to provide adequate strength and stiffness and not rely solely on its attachment to the cutaway cab for strength. This is important as the front of the passenger cage does not have a structural assembly capable of providing lateral stiffness in the event of an impact. Circled in red on the figure below is the area of interest.



- 2.12.2 All joints shall be caulked and sealed at the time of construction to produce water and dust tight seal. In addition to the Federal Motor Vehicle Safety Standards (FMVSS) or the Advanced Design Bus (ADB) Crash Worthiness Test requirements, the manufacturer shall also meet all applicable State of Florida Regulations in effect at the time of manufacture.
- 2.12.3 All dimensions, positioning of components, clearances, etc., shall be based on standard adult passengers.

#### 2.13.0 FLOOR

- 2.13.1 Proposals shall include a description of the material that will be used and structural drawings of the floor assembly.
- 2.13.2 Flooring shall be 5/8 inch thick, engineered wood Advantech, or approved equal, with moisture barrier and sealed edges.
- 2.13.3 The entire body frame under structure of the vehicle shall be primed on all surfaces, allowing the primer to cover all metal surfaces, applied at the time of manufacture. Any sub-component installed underneath the vehicle shall not be primed. Proposer shall submit details of the primer to be utilized.

#### 2.14.0 WHEEL HOUSINGS

- 2.14.1 Rear wheel housing shall be constructed of 14 gauge (minimum) onepiece steel constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires under load and operating on both smooth and rough terrain. All steel shall be treated for corrosion resistance. In the event that tires extend beyond side of the vehicle, splash aprons and fenders shall be provided.
- 2.14.2 Front wheel housings are to be provided with the chassis cab section.

#### 2.15.0 LEFT BLANK

#### 2.16.0 DOORS

- 2.16.1 Passenger entry door shall be a dual, electric swing out type with two glass windows. Door shall be 42 inches minimum, clear door opening shall be a minimum of 39 inches wide by a minimum of 80 inches in height.
- 2.16.2 All entry doors shall utilize long-life friction reducing materials and/or methods at upper and lower door-leaf pivot points. All door header linkages and rotation points shall incorporate similar long-life friction reducing materials/methods in their construction.
- 2.16.3 If vehicle proposed has a passenger cab door, then the passenger entry door shall be in the body directly rearward of the passenger cab door.
- 2.16.4 The entry door shall be fully encompassed by an integrally welded steel door surround. The entire door surround shall be fully welded to the steel substructure (cage) and floor cross members and become an integral part of the vehicle structure. Entry doors shall incorporate gaskets and / or seals to provide a barrier against intrusion by wind, water, and dust around their perimeter. The seal at the center of the door shall be by means of full height overlapping rubber seals, and shall include a barrier or sweep at the bottom of both doors.
- 2.16.5 The passenger entry door shall function through the use of an electric door operator. This door operator shall be modular in design for easy installation and reliable performance. The door operator shall develop sufficient force to close the doors and keep closed during normal operation, while at the same time provide slam free operation. The door operator shall either open or close the door in approximately 2.5 seconds.

For emergency situations, a manual door release control shall be provided adjacent to the door, and shall be designed to permit simple operations to override the electric door operator. This manual door release control shall be quickly identified for emergency exit only. For normal operations, the door operator shall not open the passenger door until the transmission lever is placed in *PARK*. With the door in the open position, the transmission will remain locked in the *Park* position until the door is totally closed. The entry door shall be equipped with a sensitive edge as standard that will reopen the door when closed on a passenger or object in the doorway.

#### 2.17.0 EMERGENCY EXITS

- 2.17.1 Hinge-out windows shall be installed for emergency escape. Emergency escape windows shall comply with FMVSS-217.
- A rear emergency door with upper and lower windows shall be installed. The emergency door shall be equipped with an audible alarm and light indicating to the driver, should the door be locked and or opened while the engine is running. This door shall have a lock to prevent entry from outside. In all seating arrangements a 12 inch wide (minimum) unobstructed aisle shall be provided leading to the rear emergency door.
- 2.17.3 The vehicle transmission shall not shift out of the park position when the rear emergency door is locked or when the door is unlatched or opened. An audible alert capable of 95 db(A) and a driver warning light shall be produced any time the emergency door is open and the ignition is on.
- 2.17.4 Emergency escape windows shall be clearly labeled and operation instructions shall be clearly visible at each escape window. The emergency release handle will meet FMVSS-217 requirements and shall not return to the locked position automatically; it shall require the driver or other authorized person to manually re-lock it. All emergency exits shall comply with F.A.C. 14-90.
- 2.17.5 Each emergency exit shall be identified with a 12 volt red LED lamp assembly, with a 10,000 hour life bulb, wired to the vehicle ignition circuit. This system, along with window signage, shall provide passengers with a clear identification of exit routes. Next to or immediately below each LED light fixture shall be a decal, one (1) inch Helvetica Medium white letters on red background, stating "Emergency Exit".

2.17.6 For standardization purposes, all vehicles shall be equipped with a Specialty Manufacturing Pro Lo roof hatch that is equipped with both an internal and external operating handle. Hatch shall open from rear toward the front.

#### 2.18.0 SASH AND GLASS

2.18.1 Side sash shall be T-slider type. The sash shall be equipped with latches. Sash shall not slide (open or close) upon brake application. Side sash and rear glass may be either laminated safety glass or tempered safety glass.

Side sash glass	double density*
Rear end glass	double density*
Windshield glass	single density
Driver's window glass	single density
Right side glass opposite Driver	single density
Entrance door glass	single density

Tinting color shall be smoke (gray) .....single density

#### \*NOTE: Maximum tinting shall be 31% light transmittance.

- 2.18.2 Glazing material shall be in accordance with the latest version of ANSI Z26.1, Safety Code for Safety Glazing Materials for Motor Vehicles Operating on Land Highways. Glass must be AS-2 tempered. Glass grade shall be visible on each window pane.
- 2.18.3 The street-side (left) rear most passenger window shall be fixed, not allowing the window to be opened. This is to keep exhaust fumes from entering the bus.
- 2.18.4 Window frames maybe anodized black or remain clear metal finish, as per the desire of the Purchaser. The Proposer shall submit if there is a pricing differential for both of these finishes.

#### 2.19.0 LIGHTS

#### 2.19.1.0 Exterior Lights

2.19.1.1 Tail brake lights, rear turn signals, back-up lights and state license tag light shall be LED fixtures. A center-top mounted third brake light shall be provided and it shall be an LED fixture. The mid-bus and front and rear marker lights shall all be LED fixtures. Proposer shall provide technical information, life expectancy, warranty and identification of the manufacturer providing the above LED lighting.

#### 2.19.2.0 Interior Lights

- 2.19.2.1 Vehicles shall incorporate side and/or center ceiling mounted interior lighting and shall be LED fixtures.
- 2.19.2.2 The number of lights and their light output shall be determined by providing a minimum average of 15 foot- candles illumination on a 1 square foot plane at an angle of 45 degrees from horizontal, centered 33 inches above the floor and 24 inches in front of the seat back at each seat position. Floor surface in the aisles shall be a minimum of 10 foot-candles. For interior floor, seat and aisles the light fixture must maintain constant light output over a 12 volt range. Each light fixture must have an integral power driver to maintain proper current and voltage to the fixtures.
- 2.19.2.3 There shall be two (2) shielded front passenger door floor/step well lights, wired to illuminate when the passenger door opens and shall be mounted to provide light on the entry floor platform and steps. The floor light shall meet with ADA requirements and shall activate only when the doors open and will turn off when doors close. The lights shall be LED type.
- A separate light shall be installed to illuminate the outside area on the ground surface to a level of no less than 1 foot-candle for a distance of three (3) feet beyond the doorway. The outside door light shall be located to prevent casting a shadow on the step tread and shall illuminate the ramp when deployed. Lamps at the front passenger door shall comply with ADA requirements and shall activate only when the doors open. The light fixtures shall be LED type.
- 2.19.2.5 Vestibule (area between passenger door and driver seat) shall be illuminated to a minimum of 4 foot-candles with the front doors open and a minimum of 2 foot-candles with the front doors closed.
- 2.19.2.6 The driver's seat and instrument panel area shall have a LED flush-mounted ceiling light to provide general illumination and it shall capable of illuminating the area between the lower half of the steering wheel nearest the operator and the operators seat, to a level of 10 to 15 foot-candles. This light shall be controlled by the operator through a switch on the front console or with the integral design of the light fixture. This light shall illuminate without ignition activation.
- 2.19.2.7 Instrument panel and switch panel shall be indirectly lighted in a way as to prevent casting a glare on the windshield. All light sources shall be located to minimize windshield glare when the bus is in motion, with

distribution of the light focused primarily on the passengers' reading plane.

2.19.2.8 Light fixtures shall utilize an integral harness and weatherproof connector to inhibit water and dirt intrusion yet allow for easy removal and service. Lens material shall be polycarbonate. All light fixtures, excluding instrument panel and switch panel, in this section shall be LED. Proposer shall provide technical information, life expectancy, warranty and identification of the manufacturer providing the above LED light.

#### 2.20.0 REFLECTORS

2.20.1 Reflectors shall be size, type color and location required to comply with the requirements of both FMVSS - 108 and the regulations established by the State of Florida.

#### 2.21.0 STANDARD SEATS

2.21.1 Standard seating shall be *Freedman Feather Weight* Mid Hi Back seats. They must meet or exceed all applicable Federal Motor Vehicle Safety Standard including FMVSS 210 seat belt certification test. All seats shall have the following minimum requirements. Upholstery material will be vinyl thirty-two ounce per linear yard. Colors are shown in Exhibit A, Part 1. The bidder shall provide a description of the seats they propose along with a copy of their seat pull test for the model bus.

#### 2.21.2 LEFT BLANK

- 2.21.3 All seat belts shall be the Freedman USR (Under Seat Retractor). Seat belts shall meet or exceed FMVSS 209 (seat belt assemblies, performance and strength) and FMVSS 210 (seat belt mounting certification.) The passenger seats, frames and seat belts should operate as a complete system. All two-point seat belts must be permanently mounted on the seat frame. Seat belts attached to the floor track or wall track are not acceptable. All seat belt retractors must be permanently located under or behind the seating position. All seat belts must be user friendly, easy to operate, lightweight, and durable with metal buckles.
- 2.21.4 All seat frames will be attached to the vehicle by the use of mounted tracks that are welded to the floor and walls.
- 2.21.5 All aisle seat positions are to have top grab rails. Grab rails must be molded and bolted to the seat frame structure. The grab rails must meet White Book test requirements.

- 2.21.6 Provide Freedman Seating Featherweight High Back rigid frame seats as an option (See Part 3: Options).
- 2.21.7 Provide all Freedman seat upholstery material with "Dimensions With Nanocide" provided by CMI Enterprises, or approved equal, as an option: Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or approved equal. (See Part 3: Options).
- 2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal, as an option: Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or approved equal. (See Part 3: Options).
- 2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric as an option (See Part 3: Options).
- 2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased (See Part 3: Options).

#### 2.22.0 FOLD-AWAY SEATS

2.22.1 Forward facing seating shall be Freedman Aisle Maker 3-Step seats. They must meet or exceed all applicable Federal Motor Vehicle Safety Standards including FMVSS 210 seat belt certification test.

#### 2.23.1 LEFT BLANK

#### 2.24.0 DRIVER SEAT

- 2.24.1 OEM driver seat with right arm rest shall be standard. Seat shall be fully adjustable type and shall include shoulder and lap restraining belt with retractor and right armrest. The seat shall be vinyl and shall be color keyed to the passenger seats.
- 2.24.2 Provide USSC Evolution G2E driver's seat with pedestal as an option (See Part 3: Options).
- 2.24.3 Provide Freedman Sport with Relaxor driver's seat as an option (See Part 3: Options).

#### 2.25.0 FLOOR COVERING

- 2.25.1 Floor covering shall be slip resistant rubber flooring. Steps shall have a yellow edge or nosing to pronounce the presence of the step. A cove molding shall be installed in the body to the floor corners to aid in floor cleaning. The floor covering shall meet the requirements of FMVSS-302. At the step well(s), there shall be no lip or nosing overhang, the step tread flange shall be flush with the vertical riser to eliminate any tripping condition. Samples and a description of the standard and optional floor covering material, available patterns, and colors, shall be submitted with proposal.
- 2.25.2 There shall be a 2" wide white "Standee Limit" stripe set into the aisle covering located to the rear of the driver's section. The Standee Line shall meet the requirement of 49CFR section 393.90 and include a notice to passengers "Law Prohibits Passengers Standing Forward of the White Line While Bus in Motion", or approved equal phrase, posted in an area adjacent to white line and in clear view of passengers facing forward.
- 2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring as an option (See Part 3: Options).

#### 2.26.0 INTERIOR FINISH

- 2.26.1 The interior walls and ceiling surface finish shall be reinforced plastic of sufficient thickness adequately supported to prevent buckling and provide a washable surface. No Luan plywood shall be utilized in the vehicle construction. Samples of the interior material, available patterns and colors shall be submitted with proposals.
- 2.26.2 All interior materials must comply with FMVSS-302.
- 2.26.3 Install driver safety partition as an option (See Part 3: Options).

#### 2.27.0 GRAB RAILS & STANCHIONS

- 2.27.1 Handrails and stanchions shall be provided in the entrance of the vehicle and elsewhere in a configuration as specified in 49 Code of Federal Regulation, Part 38, Subpart B, and Section 38.29.
- 2.27.2 There shall be a continuous ceiling-mounted grab rail on both sides of the aisle (except over doorways), vertical stanchions from floor to ceiling or seat back grab handles to provide a passenger with secure holding areas from front of the vehicle to the rear. In the positioning of stanchions and grab handles, there shall be no more than 38 inches between one holding device and the next, from one end of the aisle

way to the other. The 38-inch dimension can be figured longitudinally of the body, across the body or diagonally from one to the other.

- 2.27.3 Ceiling grab rails shall terminate into vertical stanchions or turn up into the ceiling. No exposed ends will be accepted.
- 2.27.4 A modesty panel shall be positioned at the rear side of the entry door. Panel shall be mounted with 1½ 2 inch spacing between the bottom of the panel and the floor to facilitate cleaning the floor. Fastening of the panel shall be by bolts or rivets, screws will not be acceptable. The forward side of this panel shall include a handle for boarding and alighting passengers in line with the door grab handles described above.
- 2.27.5 Grab rails and stanchions shall be made of 1½ inch diameter stainless clad tubing, stainless clad shall be 0.02 inches thick. Fitting ells, tees, flanges and bolts shall be stainless steel. Ceiling grab rail support brackets shall be stainless steel or anodized cast aluminum. Grab rails/handles shall be mounted on both sides of the passenger door entry. Propose other available material options for stanchions and hand rails.
- 2.27.6 Provide Powder-Coated handrails and stanchions as an option (**See Part 3: Options**).

#### 2.28.0 CONTROLS AND SWITCHES

2.28.1 All controls and switches shall be mounted within easy reach of the driver. They shall be permanently labeled for quick and unmistakable identification. Glued identification decals are not acceptable. All controls and switches shall be lighted for night time operation in such a way as to prevent glare in the windshield or driver's side windows. The gauges and alarms required are further described in **Part 2**, **Exhibit 2**: **Instruments**.

#### 2.29.0 HEATER/DEFROSTER

2.29.1 The OEM and passenger heater unit(s) must achieve a 65 degree interior temperature with an empty coach when the ambient temperature is "0" degrees Fahrenheit within 30 minutes (measured at front mid-vehicle and rear in the vehicle). Additional passenger compartment heater(s) shall be mounted to the floor under seats at the manufacturer's standard location to produce an even interior temperature. The blower motors for the passenger compartment heater system(s) shall be easily accessible for servicing and controlled by a three-position switches having HIGH, LOW, and OFF positions.

All passenger compartment heaters shall be shielded to prevent blowing hot air onto the passenger's legs. Interior heating must meet performance standards described above. Manufacturer must submit testing results with the proposal.

- 2.29.2 There shall be vacuum/electric shut-off valves in the heater piping. A booster pump may be required to meet the above performance standard with gasoline engines and shall be standard with diesel engines.
- 2.29.3 Heater hoses shall be of top quality silicon material. Hose clamps shall be stainless steel constant torque type. Hoses will be insulated with wrap-around foam pipe insulation.
- 2.29.4 Hoses shall be protected and supported by approved clamps in all locations where they are close to or pass through metal frame members to prevent chafing. Hoses shall be shielded against heat at any location where they pass over or near any part of the exhaust system.

#### 2.30.0 SUN VISOR

2.30.1 Sun visor shall be padded type, fully adjustable, to provide sun glare protection at the windshield or the driver's side window. A friction device shall hold it securely in either location and in any position during travel over rough road surfaces.

#### 2.31.0 MIRRORS

- 2.31.1 Two (2) exterior rear view mirrors shall be provided; one (1) at the driver's left side mounted in the OEM location, one (1) on the right/curb side. The mirrors shall have a minimum of 60 square inch reflective area. The mirrors shall be mounted out of the driver's normal driving line of vision to prevent "blind spots". Mirrors shall be break-away type mirrors produced by Rosco, or approved equal.
- 2.31.2 One interior view mirror shall be located above the windshield and shall be a C & J Mirror BDS Dead Angle Mirror, or approved equal. One OEM rear view mirror shall be windshield mounted.
- 2.31.3 All mirror mountings will be sufficiently rigid to prevent viewing distortion due to vibration. Exterior mirror mountings shall permit moving out of position to prevent mirror damage from automatic bus washers.

- 2.31.4 Provision shall be made for a minimum 5 inch convex mirror on each side of the vehicle attached permanently to the exterior view mirrors.
- 2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat. (See Part 3: Options).

#### 2.32.0 EXTERIOR FINISH

- 2.32.1 All welds shall be chipped to remove slag. All metal parts shall be degreased and properly cleaned and sanded in preparation for painting. All metal surfaces shall be sprayed with primer. Parts and surfaces that will be covered in the finished vehicle shall be given a second coat of primer to prevent corrosion as much as possible. If any parts are pre-primed prior to assembly and should any welding be done during assembly then the weld shall be chipped. The weld and the surrounding area shall be primed again.
- 2.32.2 All surfaces that will be exposed on the finished vehicle shall be properly sanded prior to finish color paint application. Finished color paint brand and description shall be proposed. The proposals shall also include a description of the manufacturer's painting procedure.
- 2.32.3 Proposals shall include samples of the manufacturer's most popular paint schemes with pricing, as noted in **Part 6, Paint Schemes.**

#### 2.33.0 RUST PROOFING

- 2.33.1 The entire underbody, including wheel housings shall be rust proofed with Primer. Provide the product manufacturer and the process of application.
- 2.33.2 Proper care shall be taken to prevent any coating from being deposited on grease fittings, moving parts, brake hoses, and drive shaft.

#### 2.34.0 **BUMPERS**

- 2.34.1 Bumpers shall be provided at both front and rear of the vehicle. The front bumper shall be OEM chrome. Rear bumper shall be steel and painted black. The rear bumper shall be installed using heavy duty brackets bolted to the frame or frame extensions (not welded). The bumper shall be bolted directly to the bumper brackets with a minimum of 8 bolts (4-each side). Bolts shall be a minimum 7/16 inch grade 8 or approved, and must have a flat transition panel from the body to the bumper. Provide Romeo Rim HELP bumper as an option.
- 2.34.2 Provide Reverse Assistance System bumper as an option (**See Part 3: Options**).

2.34.3 Provide Reverse camera and monitor backing system as an option (See Part 3: Options).

#### 2.35.0 INSULATION

2.35.1 Proposals shall include type of insulation to be applied in or on roof, side walls, front cap and rear cap surfaces. Documentation of R-Value for each area shall be provided.

#### 2.36.0 AIR CONDITIONING

Only an FDOT approved supplier is qualified for installation on TRIPS Contract vehicles. Current FDOT approved suppliers are ACC Climate Control and Trans AIR.

- 2.36.1 The air conditioning equipment <u>must</u> be capable of cooling buses to meet or surpass the minimum requirements of **Part 2**, **Exhibit 9**: **Air Conditioning Pull-Down Test Procedure**.
- 2.36.2 Vehicles shall have a totally split system. No "Add-On Systems" shall tie into OEM System in any way.
- 2.36.3 Air circulation shall be high volume with low velocity to provide draft-free passenger comfort.
- 2.36.4 All hoses shall be routed and secured in such a way that they will not rub or chafe. Routing of these hoses shall not interfere with the access of routine maintenance items such as dip-sticks, air filters, or access doors. When routing hoses under the coach the hoses shall be run in a straight line and shall be secured with rubber or plastic coated p-clamps every 12 inches. Refrigerant hoses shall be a refrigerant type double braided barrier construction. Refrigerant fittings shall be "Quick Click" or equivalent. Hoses and fittings must be qualified to SAE specification J2064.
- 2.36.5 All brackets required for mounting A/C compressors and alternators shall be provided by Bracketry Systems Inc. or Approved Equal.
- 2.36.6 Provide air purification system as an option (**See Part 3: Options).**

#### 2.37.0 WHEEL CHAIR LIFT

2.37.1 The wheel chair lift, its design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations,

Part 38, Subpart B, Section 38.23) and 49 CFR Part 571, and Florida Rule Chapter 14-90 [Equipment and Operational Safety Standards Governing Public-Sector Bus Transit Systems]. General guidelines for the ramp are provided below. Omission in this guidance does not relieve proposer from compliance requirements of the ADA or Florida Statue – Chapter 14-90.

- 2.37.2 Vehicle shall be equipped with a fully automatic wheelchair lift mounted on the curbside of the vehicle, accessible via access doors. The lift door on the right side of the vehicle shall have a 68" minimum entryway and 44" width. The lift mechanism shall be designed to also provide a minimum 68" clearance. The lift shall be mounted so as not to detract from structural integrity of the vehicle. The lift gate shall be of heavy-duty frame design. The wheelchair entrance door shall be open swinging type with window. Manufacturer shall provide with bid package a detailed description of the method of attachment of door surround to the body cage. The outer edges of the wheelchair access doors shall be weather-stripped with a continuous strip to provide a watertight seal. A spring type, not cylinder, mechanism for opening and closing the door shall be installed. These springs shall be capable of holding the door in the fully open position when the lift is in use. The wheelchair lift shall be installed using the instructions and hardware provided by the lift manufacturer. A minimum of four (4) support bars installed underneath the floor are required.
- 2.37.3 The lift shall have a self-cleaning, see through; non-skid platform (minimum 32" wide) which shall fold and unfold. The lift shall have provision for manual operation in the event of a power failure so that the platform can be operated. Lift shall be a RICON Model S5510, Braun Model NCL919IB-2, or Maxon Model WL-6A3353, with the agency given the option of selection. A Ricon Klear-View lift or Braun model NVL917IB may be used as a rear door lift upon obtaining written approval from FDOT (See Part 3: Options). Such request shall be submitted in writing by the agency requesting the rear lift. The useable platform space must be fully maintained in operation from ground surface to provide a minimum 5 inch barrier to prevent the wheelchair from rolling off the lift during operation. If the hinged barrier is automatically activated, it must be designed to allow for manual operation. A barrier at least 4 inches high shall also be provided on each side of the platform to prevent wheelchairs from rolling over the side edges.
- 2.37.4 The lift components, including the platform, shall be easily disassembled to facilitate repairs and replacement of parts.

- 2.37.5 A strip of 3-inch reflective tape shall be added to the outer edge of the lift platform side barrier and shall run the full length of the side barriers.
- 2.37.6 All lift manufacturers or installers shall legibly and permanently mark each wheelchair lift assembly with the following minimum information in a location easily visible without deploying the ramp:
  - 1. The manufacturers name and address.
  - 2. The month and year of manufacture.
  - 3. A certification that the wheel chair lift and installation conforms to State of Florida requirements applicable to accessible vehicles.
- 2.37.7 An audible warning signal shall be activated in the vehicle in the event that the lift doors are opened and the interlock is not engaged.

#### 2.38.0 SECUREMENT DEVICES

- 2.38.1 Securement devices, their design, installation and operation shall comply with the Americans with Disabilities Act (ADA), Regulations and Requirements, as amended (Title 49 Code of Federal Regulations, Part 38, Subpart B, Section 38.23) and 30 mph/20G impact Test Criteria per SAE J2249. General guidance for securement devices is provided below. Omission in this specification does not relieve the bidder from compliance requirements of the ADA and SAE J2249.
- 2.38.2 In vehicles with securement device or system for mobility aid devices shall face toward the front of the vehicle.
- 2.38.3 Retractors shall be heavy duty with heat treated components and a metal or impact resistant plastic housing. Q'straint QRTMAX shall be standard with SURE- LOC Delux as an option.
- 2.38.4 The retractor shall be complete with combination retractor straps with height and vertical adjustment for securing the wheelchair or mobility aid and two retractors for the occupant restraint system.
- 2.38.5 The wheel chair mobility aid retractors shall be equipped with self-adjusting tension controllers for tightening and have the ability for quick release.
- 2.38.6 The wheelchair or mobility aid retractors shall be equipped with "S" or "J" hooks to simplify operation.

- 2.38.7 The wheel chair or mobility aid retractors shall be capable of being mounted directly to the vehicle structure using a retractor mounting kit. Q'Straint retractors, with the Slide N' Click system, is preferred.
- 2.38.8 The occupant restraint system shall be equipped with a height adjuster for the shoulder belt, having a vertical adjustment of approximately 12 inches.
- 2.38.9 The tie-down system shall be able to secure a standard wheelchair or mobility aid in less than 10 seconds. A set of four (4) "webbing loops" is to be provided at each station.
- 2.38.10 The retractor securement system shall meet the following requirements:
  - 1. 30MPH/20G impact test criteria per SAE J2249; and
  - 2. 49 CFR Part 38 Americans with Disabilities Act (ADA).
- 2.38.11 The occupant restraint system shall meet the following requirements when used in conjunction with the retractor system:
  - 1. Federal Motor Vehicle Safety Standards (FMVSS209 & MVSS302);
  - 2. 49 CFR Part 38 Americans with disabilities Act (ADA); and
  - 3. 30MPH/20G impact test criteria SAE J2249.
- 2.38.12 Storage containers for restraint system belts and instructions for use of restraint system shall be included and mounted in safe and convenient location.
- 2.38.13 Manufacturer shall install all restraint hardware provided (including under floor backer plates) by the sub-component supplier and by the instructions provided by the sub-component supplier. All securement stations must be ADA compliant.
- 2.38.14 Provide a stretcher securement system in the rear aisle of the bus as an option. Proposer to provide brand name of stretcher securement system. System must meet the criteria listed: (See Part 3: Options).
- 2.38.15 Provide a stretcher bed (only) as an option (See Part 3: Options).

#### 2.39.0 SAFETY EQUIPMENT

Each vehicle shall be provided with the following equipment as standard:

Provide a Zee Deluxe Medical Truck Kit, or approved equal, (see Part 2.39.1 2, Exhibit 3: ZEE Medical Kit Supplies), mounted in an accessible location. 2.39.2 Provide a Fire Extinguisher, 5 pound rechargeable ABC type, with charge status gauge and decal noting most recent charge date. This unit shall be mounted in an easily accessible interior location near the driver's position and/or vestibule areas. 2.39.3 Provide Warning Triangles, reflective type, three (3) unit kit, secured in a location readily accessible to the driver. 2.39.4 Provide two (2) Seat Belt Cutters, mounted in an accessible location. one near the wheelchair ramp and the other accessible to the driver. 2.39.5 Provide a Blood Pathogen/Bodily Fluid Spill Kit, secured in a location readily accessible to the driver, and manufactured by the First Aid Only Company, or approved equal. The Kit must meet federal OSHA regulation 29CFR1910.1030(d)(3)(i). 2.39.6 Provide a Jones Oxygen Tank Holder, MOR/ryde International MR56-141, shipped loose inside each bus at delivery. Dealer to install at a location selected by Purchaser. 2.39.7 Provide a G-force accelerometer monitor and recorder as standard. configured with 2 Accelerometer devices allowing it to detect and record G-forces in 3 axes, front/rear - left/right - up/down. System should also provide the following inputs: reverse, brake and left and right turn signals. Data shall be recorded and retained for a maximum of 60 seconds before and 15 seconds after an event. 2.39.8 Provide Fog Maker fire suppression system as an option (See Part 3: Options) 2.39.9 Provide Amerex Small Vehicle System (SMVS) Fire Suppression system as an option (See Part 3: Options). 2.39.10 Provide Camera System, priced per camera, as an option (See Part 3: Options). 2.39.11 Provide "Mentor Ranger", an in-vehicle computer, manufactured by Mentor as an option (See Part 3: Options).

# 2.40.0 PA & ENTERTAINMENT SYSTEMS

2.40.1 Standard bus contains no PA or Entertainment System.

2.40.2	Provide Radio Engineering Industries (REI) public address system as an option (See Part 3: Options).
2.40.3	Upgrade the standard vehicle AM/FM Radio as an option (See Part 3: Options).
2.41.0	DESTINATION SIGN
2.41.1	Standard bus contains no Destination Sign.
2.41.2	Provide a manually operated destination sign as an option (See Part 3: Options).
2.41.3	Provide Twin Vision Elyse software Electronic Destination system as an option (See Part 3: Options).
2.41.4	Provide Twin Vision Mobi-Lite electronic destination sign as an option (See Part 3: Options).
2.41.5	Provide Transign LLC 2-digit incandescent backlight as an option (See Part 3: Options).
2.41.6	Provide Transign LLC 3-digit incandescent backlight as an option (See Part 3: Options).
2.41.7	Provide a "STOP REQUESTED" sign as an option (See Part 3: Options).
2.42.0	OTHER MANUEACTURED/DEALER ORTIONS

### 2.42.0 OTHER MANUFACTURER/DEALER OPTIONS

2.42.1 **See Part 3: Options.** 

# **EXHIBITS**

# **TRIPS Database Dealer Requirements**

The Florida TRIPS (Transit- Research- Inspection- Procurement Service) Database is managed by the Florida Department of Transportation (FDOT) and administered by the Center for Urban Transportation Research (CUTR) in Tampa. The TRIPS Database is an online application developed to record the vehicles purchased through the TRIPS Program. Type of information collected include: Purchase Order data, Vehicle Description, Vehicle Status, Pre-delivery Vehicle Inspections Defects and Warranty issues.

The TRIPS Database can be found at www.cutr.usf.edu/fvpp2.

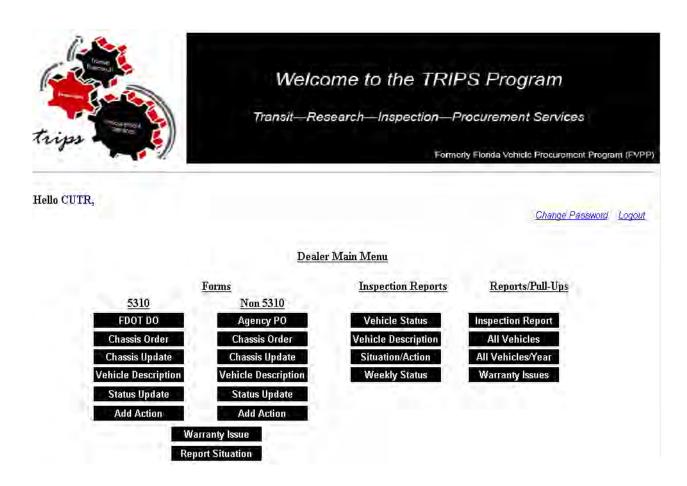
The Dealer is required to enter their vehicle information into the database. The type of data that needs to be entered includes the DO number for a 5310 vehicle and the Purchase Order information if the vehicle is a Non-5310. For both 5310 and Non-5310 the dealer is required to enter data into the Chassis order form (vehicle body serial number and VIN number), the vehicle description form and vehicle status update form.

All vehicle data must be entered into the TRIPS database prior to its delivery to TRIPS Springhill Bus Inspection & Testing facility, located in Tallahassee, FL. VIN#'s must be entered into the TRIPS database within 10 days after issuance of the PO. Any vehicles arriving at the TRIPS Springhill facility without the VIN# in the database will not be inspected until this information is complete in the TRIPS Database. Failure to enter prescribed vehicle information into the TRIPS database will result in contract suspension after two (2) violations.

After the vehicle has been inspection, the dealer is <u>required</u> to enter all actions taken to correct defects found on the vehicle during the TRIPS vehicle inspection in the Action Taken Form.

The Dealer is also required to report warranty issues with the vehicle after the vehicle has been delivered and report the actions taken to fix these issues during the entire warranty period.

The Dealer page also provides reports for individual vehicle and reports for all vehicles sold by the dealer. Description of the forms and reports on the dealer page are provided below.



#### **DEALER FORMS**

#### FDOT Form

Applicable only to 5310. Tthis form submits the Agency Name, PO#, DO# and DO Issue date.

#### **Agency PO Form**

Applicable only to non-5310, this form submits information on the vehicle purchased.

#### **Chassis Order Form**

Common to both 5310 and non-5310 vehicle, this form requires the Body Serial number and VIN number of the vehicle.

#### **Chassis Update Form**

This form allows the dealer to update or correct an already entered VIN number or Body Serial number.

#### **Vehicle Description**

This form describes what is on the vehicle; seats, engine type, wheelchair lift etc.

#### **Vehicle Status Update Form**

This form allows the dealer to update the current status of the vehicle's production.

#### **Add Action Form**

Reports the Action Taken on an already existing situation such as defects found during the inspection or warranty issues.

#### **Warranty Issues**

This form is used to report vehicle warranty-related issues.

#### New vehicle situation form

For a vehicle that has not been put into the database using any of the forms above, a situation could be reported using this form.

#### **DEALER REPORTS**

#### **Vehicle Status Report**

The Vehicle Status report contains purchase order information about the selected vehicle.

#### **Vehicle Description Report**

The Detailed Vehicle Record report contains information about the selected vehicle.

#### **Vehicle Inspection Issues Report for a Selected Vehicle**

The Vehicle Inspection Issues Report provides information about the selected 'Situation' and it's 'Action Taken' for a selected vehicle.

### Vehicle "Weekly Status" Report for a Selected Vehicle

The Weekly "Vehicle Status" Report provides the status of the vehicle and date updated.

#### **Inspection Report**

This report pulls up all the inspection-related information of a vehicle

### **Comprehensive Vehicle List**

This list pulls up the details of all vehicles under your dealership.

# **Chassis Year Pull Up**

Almost similar to the comprehensive list, this list allows the dealer to view the list of vehicles during a specific year.

# **Warranty Issues Pull Up**

This option generates a list of all vehicles which have been reported to have warranty issues.

# **Instruments**

DISPLAY	GAUGE	LIGHT(S)	AUDIBLE
VOLTMETER	Х	Х	
HIGH ENGINE WATER TEMP	Х	Х	Х
LOW ENGINE OIL PRESSURE		Х	Х
FUEL GAUGE	Х	X (Low fuel warning)	
GENERATOR/ALTERNATOR NOT CHARGING	Х	Х	Х
REAR EMERGENCY DOOR OPEN or UNLATCHED		X	Х
DIRECTIONAL / HAZARD SIGNALS		Х	Х
HEADLIGHT HIGH BEAM		Х	
PARKING BRAKE ON		Х	
SPEEDOMETER WITH ODOMETER	Х		

**NOTE:** The instrument package above shall be provided by the chassis manufacturer. After market substitutes will not be accepted.

# **Exhibit 3 ZEE Medical Kit Supplies**

Contents	Amount	"ZEE" Number
Deluxe Kit, Metal, Empty	1 box	#0106
Clean Wipes 50/Bx (Zee)	5 each	#0203
Antibacterial Towelettes	20/box / 1 box	#0225
Tape, ½" X 5 Yd. Spool (Zee)	1 each	#0301
Eye Wash, Sterile	1 each 4 oz.	#0606
Sheer Strip 1"	100 per box	#0731
QR Wound Seal	2 per package	#0795
Sterile Dressing 5" X 9"	1 each	#0910
Elastic Roller Gauze N/S	2" X 4.5 YD, 1 each	#0943
Pain-Aid	100 per Box (Zee)	#1417
First Aid Pocket Guide	1 each	#2331
Small Instant Ice Pack	1 each	#2353
Bandage, Triangular 40" N/S	1/Un, 1 each	#2605
3-in-1 Antibiotic Ointment	6 per unit, 1 each	#2611
Fingertip Bandages	10 per unit, 1 each	#2620
Gauze Pads, 3" X 3"	1 each	#2626
Knuckle Bandages	10 per unit, 1 each	#2627
Water-Jell Burn Jell	6 per box, 1 each	#2651
Eye Pads w/Adhesive Strips	2 per unit, 1 each	#2695
Nitrile Gloves, Large	2 pairs, 1 each	#3044
Disposable Tweezers, Sterile	1 each	#3538

FLORIDA DEPARTMENT OF TRANSPORTATION

# **BRAKE TEST PROCEDURE**

**VERSION PJ** 

Prepared for: The TRIPS Program

By: Robert E. Westbrook, Erin Schepers., Cecil H. Carter, Leroy E. Edwards and

Carlton Allen

# **OVERVIEW**

This test is the brake performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

# **TEST CONDITIONS / EQUIPMENT**

The test will be performed on a level asphalt parking lot or street in dry conditions. The test will be performed using a VC-4000 Brake Meter that records acceleration, test speed, brake efficiency and stopping distance. The test will be performed at a speed of 20 miles per hour. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

# TEST SET-UP

- 1. Using the, VC-4000 Brake Meter ensure the battery is charged sufficiently.
- 2. Choose a safe test area in the vehicle that is level as possible.
- 3. Place the Brake meter in the vehicle with the arrow pointing in the direction of travel.
- 4. Press MENU until the current mode is service brake test.
- 5. Press the auto start button and the display will indicate whether or not the unit is level enough to perform the test.

# **TEST PROCEDURE**

- 1. With vehicle in stopped position, driver will accelerate to 22 miles per hour;
- 2. Without causing the vehicle to skid, apply heavy and consistent pressure to the service brake until the vehicle comes to a complete stop as quickly as possible.
- 3. The test is now complete. Unit will calculate 20 miles per hour stopping distance.

Perform the test at 20 miles per hour. Record the stopping distance of each test using a VC-4000 to record brake performance, speed and stopping distance. Perform the test without passenger load, and then perform the test with the vehicle fully loaded to seating capacity. The test without passenger load is for FDOT information purposes only.

# System Test Results

Each test at 20 miles per hour will be performed 3 times in a rapid succession and recorded. From the time the brakes are applied the bus must stop within 22 feet without brake fade.

The bus will fail the test if;

- a. The vehicle fails to stop all 3 times, from 20 miles per hour in 22 feet.
- b. The brakes fade or overheat during the test.

# INVALID TEST

The test will be deemed invalid if;

- a. Surface conditions change due to rain;
- b. Recordings are checked and any conditions are not met

# **FDOT Parking Brake Test**

FLORIDA DEPARTMENT OF TRANSPORTATION

# **EMERGENCY/PARK BRAKE TEST PROCEDURE**

**VERSION 1** 

Prepared for: The Transit Research Inspection Procurement Services program

By: Robert E. Westbrook, Paul E. Johnson Jr., Cecil H. Carter, Leroy E.

Edwards

# **OVERVIEW**

This test is the park brake performance standard for all transit equipment purchased through Transit Research Inspection Procurement Services program contracts. The FDOT will test one or more vehicles from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

# TEST CONDITIONS / EQUIPMENT

The test will be performed on a 15 degree incline ramp in dry conditions. The surface angle will be verified using a Johnson Angle Locator. The test will be performed with 150 pounds in each seat position and 250 pounds in each wheelchair position to simulate the bus loaded to maximum passenger capacity.

# TEST SET-UP / PROCEDURE

- 1. Perform a complete system check assuring the emergency/park brakes are in proper working condition, tires are in good condition and properly inflated, minimum of ½ tank of fuel.
- 2. Install and secure correct testing ballast weight in each seating and wheelchair position;

- 3. Verify that ramp angle is at 15 degrees;
- 4. Position bus on ramp in forward position (front end up);
- 5. Place wheel chocks two inches behind right side and left side rear tires;
- 6. Place indicator marks on both rear tires and ramp surface;
- 7. Set parking brake to the fully on position;
- 8. Place transmission in the neutral position;
- 9. Monitor and record any movement of the bus for 30 minutes;

After 30 minutes, reposition bus to be in a rearward position (front end down); Repeat the above procedure.

# System Test Results

The bus will fail the test if;

- a. There is more than one inch of movement in the 30 minute time period in either position;
- b. The brakes display any signs of slippage during the test.

# **INVALID TEST**

The test will be deemed invalid if:

- a. Any of the specified procedure steps are not followed;
- b. Surface conditions change due to rain.

# **Alternator Output Test**

FLORIDA DEPARTMENT OF TRANSPORTATION

# ALTERNATOR OUTPUT TEST PROCEDURE

**VFRSION 1** 

Prepared for: The Transit Research Inspection Procurement Services Program

By: Robert E. Westbrook, Paul E. Johnson Jr., Cecil H. Carter, Leroy E.

Edwards

# **OVERVIEW**

This test is the alternator output test for all transit equipment purchased through Florida Transit Research Inspection Procurement program contracts. This test will be performed on all aftermarket alternators that are recommended by bus manufacturers to replace the OEM alternators. FDOT desires to have this test replicate an environment that simulates severe duty transit operations. The FDOT will test one of each type of alternator to be used on the transit vehicles and could include OEM alternators.

# **TEST CONDITIONS / EQUIPMENT**

This test will be performed at the FDOT Bus Inspection, Testing and Research facility in Tallahassee, FL. The subject alternator is tested using a Crumbliss 2115 Alternator test machine. It is encased in an aluminum heat-shroud containing a thermometer. Heat is provided by a 500 degree heat gun attached to the heat-shroud. This set-up provides a simulation of under-hood operating conditions. During testing, a 12 volt battery is used to maintain the charging system. DC *on/off* switches control two 12" DC condenser fan motors to prevent the battery from overcharging.

# TEST SET-UP

1. Install subject alternator into testing machine vise;

- 2. Determine appropriate size alternator pulley to be used;
- Determine tester pulley size to drive alternator at correct engine idle RPM;
- 4. Install drive belt between alternator pulley and tester pulley;
- Check that both pulleys are properly aligned;
- 6. Attach correct test leads to alternator being tested;
- 7. Connect cables to 12-volt battery;
- 8. Note the RPM levels to be used during test.
- 9. Place heat-shroud over alternator/vise assembly;
- 10. Position heat gun;
- 11. Turn on test machine cooling fans; (switch located on left side of the tester)
- 12. Turn on BATTERY switch; (if required for particular test)
- 13. Turn on START switch;
- 14. Set MOTOR switch to Slow position;
- 15. Set VOLT switch to 12 or 24 volt position;
- 16. Set PULLEY knob to diameter of pulley being used;

# Test Procedure

- 1. Adjust RPM to engine idle speed;
- Turn FIELD CURRENT load control from minimum position slowly toward maximum position until VOLT gauge reads 12.4;
- 3. Note reading from AMP gauge;

### This reading is Maximum Output at Idle under Full Load;

Follow below, to determine SAE (hot) rating Performance Curve; Raise RPM up gradually another 500 RPM; Note reading from AMP gauge;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

Raise RPM up gradually another 500 RPM;

Note reading from AMP gauge;

The above readings can be used to plot performance graph;

- 4. Take temperature reading of housing surface, starter, rotors and both bearings;
- 5. Record and file all readings on each tested alternator;

During the test period, the temperature inside the heat shroud will be between 120 - 150 degrees F. The alternator will run at minimum idle speed (600 rpm) for 30 minutes and at maximum rpm speed (2000) for 30 minutes.

The alternator amperage output, minimum battery voltage and temperature condition of the alternator will be continuously monitored.

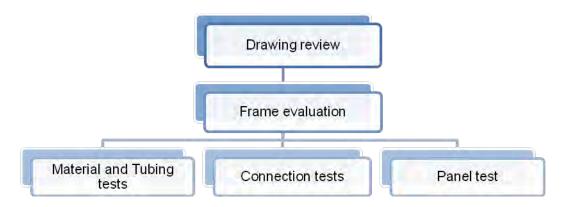
# SYSTEM TEST RESULTS

Alternator will be considered "failed" if:

- a. Amperage output falls below the maximum amperage draw for the type bus it will be used on;
- b. Amperage output falls below the advertised output curve on a "hot" rating based on RPM increments.

#### PRE-QUALIFICATION STRUCTURAL TEST PROCEDURE

The test procedures defined below are the first phase of evaluating the body structure for all paratransit buses purchased through TRIPS Program contracts. All tests must be successfully passed before a manufacturer is considered Pre-Qualified and a contract can be awarded. The test procedure hierarchy chart and a quick summary of the tests are provided below. The full test procedure may be obtained from the TRIPS website (www.tripsflorida.org).



**Drawing review** – Complete assembly drawings (2-D or 3-D) will be provided for evaluation. These must include location and type of all connections (welds, bolts, etc.). After evaluation the manufacturer will receive a report, based on knowledge gained from previous evaluations, noting any structural issues.

**Frame evaluation** – A roof to wall, floor to wall and a wall section consisting of only structural tubing and plate will then be constructed and transported to FDOT Springhill Road Test Facility. The frame sections should be constructed using normal production methods. The frame sections will fail the evaluation if it is inconsistent with the assembly drawings or is not representative of normal production.

**Material and Tubing Tests** – The material and tubing tests are conducted to assess the strength of the bus structural tubing. Tensile testing will be performed to obtain the stress-strain relationship and four-point bending testing will be performed as a direct measure of the tubing performance.

**Connection Tests** – The connection test is conducted to assess the strength of the roof to wall (RTW) and wall to floor (WTF) connections. It is conducted by fixing one half of the connection and then slowly applying a force to the other half. The moment required to rotate the sample through 16.7 degrees will be measured and used to calculate the energy dissipated. To account for different

column spacing this amount will then be scaled based on the panel width. The WTF connection will fail the test if it is unable to dissipate 290 J per meter of connection length. The RTW connection will fail the test if it is unable to dissipate 140 J per meter of connection length.

**Sidewall Panel Test** – The sidewall test is conducted by dynamically impacting the sidewall using a large impact hammer. The maximum panel deflection is measured after impact. To account for different column spacing the hammer's potential (initial) energy is scaled based on the panel width and equals 600J per meter of panel width. The panel will fail this test if after its maximum deflection exceeds 150mm with after impact

# Exhibit 8 FDOT Crash and Safety Test Approval Process (Full Scale)

This document is a summary of the "Crash and Safety Testing Standard for Paratransit Buses Acquired by the State of Florida", called STANDARD later on for brevity. All references here are made to the full document of the STANDARD which can be obtained from the Florida Transit Research Inspection Procurement Services website (www.tripsflorida.org).

#### **APPROVAL**

- 1. Full scale crash tests include:
  - Side impact test
  - Rollover test

Successful performance of both tests is required for the approval of the paratransit bus.

2. An uncompromised residual space concept (Appendix 1) is adopted in this standard as a pass/fail criterion, see Figure 1.

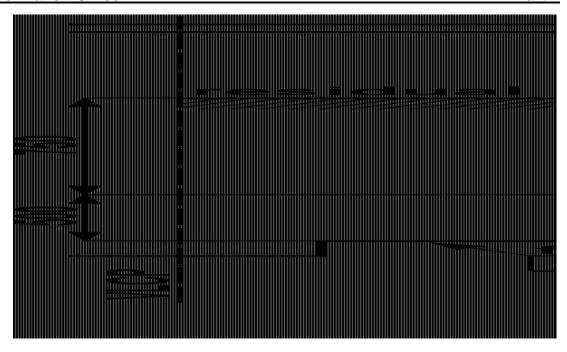


Figure 1. Specification of residual space in cross section of the bus.

Dimensions in mm.

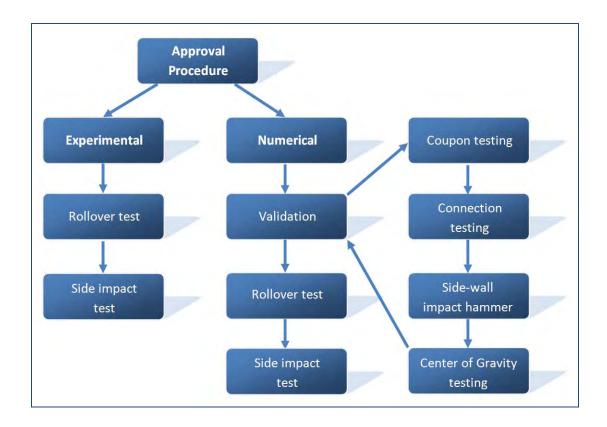
- 3. Performance of a paratransit bus in side impact and rollover tests shall be assessed by either:
  - o Experimental, full-scale crash tests (Appendices 6 and 7), or
  - o Computational analysis using FE method (Sections 3, 4 and 5).

Both methods are considered equivalent and either one may be selected by the bus manufacturer for the bus approval. The paratransit bus is considered to be crashworthy and safe if its residual space (as defined in Appendix 1) is not compromised through either intrusion (Section 5.3.1) or projection (Section 5.3.2).

If the manufacturer chooses computational analysis as the testing method, the following information shall be supplied to the technical service:

- A description of the applied simulation and calculation method which has been utilized,
- Clear precise identification of the analysis software, including at least, its producer, its commercial name, the version used and contact details of the developer,
- o Information about model validation process.

- 4. The experimental full-scale crash test becomes mandatory if the paratransit bus fails either one of the computational analysis tests, as listed in Section 6.2.
- 5. All major elements of the crash and safety assessment program are presented schematically in Figure 2 and are described in detail in the STANDARD.



FLORIDA DEPARTMENT OF TRANSPORTATION

# AIR CONDITIONING PULL-DOWN TEST PROCEDURE

**VERSION 9** 

Prepared for: The TRIPS program (Transit-Research-Inspection-Procurement-

Services)

By: Robert E. Westbrook, Erin Schepers, Cecil H. Carter,

Carlton C. Allen

# **OVERVIEW**

This test is the air conditioning and performance standard for all transit equipment purchased through Florida Vehicle Procurement Program contracts. The FDOT desires to have the test performed in an environment that simulates severe duty transit operation. To do this, the FDOT must test in a non-controlled environment. The FDOT will test one or more buses from each contract within the first year of a contract agreement. If a bus fails to meet the performance test, the FDOT reserves the right to suspend placement of further orders or terminate the contract. The FDOT also reserves the right to randomly test new buses at any time during the contract period, to ensure compliance.

# **TEST CONDITIONS / EQUIPMENT**

The test will be performed on an asphalt parking lot in direct sunlight. The vehicle will be surrounded by a wall five (5) feet high, fifteen (15) feet wide and the length adjusted to the length of the bus. The minimum ambient temperature must be 94 degrees plus or minus 3 degrees Fahrenheit with a minimum 60% relative humidity. All temperature measurements will be recorded in degrees of Fahrenheit using a Measurement Computing, MCC Data Acquisition Software TracerDAQ configuration. MCC Data Acquisition is calibrated using InstaCal Software. Pressure readings are taken using a Yellow Jacket 686800 Manifold gauges. Voltage readings are taken using a Fluke model 78 automotive multi-

meter. Amperage readings are taken using a Fluke model 336 True RMS Clamp Meter.

# Test Procedure

Perform a complete ultrasonic leak detection test of the air conditioning system. If the system fails the leak detection test do not proceed any further.

Check to see that all windows and doors are closed properly, with no gaps or leaks. Check interior engine cover for a proper seal. Connect all test equipment. Heat soak the bus under test conditions for a minimum of two hours. Record the date, time of day, vehicle identification number and location.

At the end of the 30 minute A/C pull down test there will be a 30 minute heat soak test performed to determine the efficiency of the insulation in the bus using the same measurement equipment used for the A/C pull down test. The heat soak test results will be considered as a part of the star (\*\*\*\*) rating of the overall performance of the A/C system (see Star Rating Guidelines for A/C).

In addition, the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will also result in one star, if lowest of all systems tested (see Star Rating Guidelines for A/C).

The test reading locations are as follows:

- C0 Ambient air temperature; take outside of the vehicle, away from mechanical and radiant heat sources, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C1 Bus interior temperature; take reading 48 inches to 52 inches from the rear wall, four feet above the floor surface, using an Onega Engineering J-Type 5 position Fine Wire Thermocouple.
- C2 Bus interior temperature; take reading at the center line of the bus interior, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C3 Bus interior temperature; take reading at the first row of seats, four feet above the floor surface, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C4 Rear evaporator core temperature; take reading near the center of the core, using an Omega Engineering J-Type ICSS Thermocouple.

- C5 Bus engine compartment temperature; take reading above engine near the fire wall, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.
- C6 Condenser core temperature; take reading near the center at the air in side, using an Omega Engineering J-Type ICSS Thermocouple.
- C7 Condenser air temperature; take reading near the center at the air out side, using an Omega Engineering J-Type 5 Position Fine Wire Thermocouple.

Take pressure readings at the service ports of add on/second stage A/C system, using a Yellow Jacket 686800 manifold gauges.

Take voltage readings at the battery or batteries using a Fluke Model 78 automotive multimeter.

Take amperage readings at the positive cable from the battery or batteries using a Fluke model 336 True RMS Clamp Meter. Amperage draw of the A/C system will be checked after the pull down test is complete.

With the vehicle in park, all doors and windows closed, start the engine, turn on the air conditioning system; set a/c system to maximum cooling positions; turn on all interior and exterior lights and let it run with the high idle on, (approximately 1200 RPM on diesel engines and approximately 1500 RPM on gasoline engines). If the high idle is designed to automatically turn off after the first 15 minutes the driver's door will be opened and the high idle turned back on for the last 15 minutes, this will not make the test invalid. All temperature readings shall be recorded every 15 seconds.

Pressure readings and voltage readings shall be recorded at the start of the test and every 10 minutes.

# SYSTEM TEST RESULTS

During the test, the interior temperature of the bus should lower uniformly throughout and should lower the interior temperature within the given time limit.

The vehicle will fail the test if:

- a. The temperature difference between C1, C2, and C3 varies more than two degrees during each 15 second reading during the last 15 minutes of the test.
- b. The system fails to lower the interior temperature to 70 degrees Fahrenheit + or 2 degrees (measured at C1), or lower, by the end of the 30 minute test

while maintaining an ambient temperature of 94 degrees Fahrenheit + or - 3 degrees (measured at C0) with 60% relative humidity.

- c. The voltage readings at the batteries fall below 12.9 volts at any time during The test
- d. In addition to pass or fail, systems will be given a star rating (\*\*\*\*) for systems that achieve 70 degrees in the quickest amount of time, with the lowest amperage draw and retains the lowest temperature during the 30 minute heat soak test. There will be additional star (\*\*\*\*\*) given for service after the sale (see Star Rating Guidelines A/C).

The remaining readings are taken for informational purposes only and do not indicate a pass or fail status. These readings are used in system comparisons. This information enables FDOT to determine each tested systems fastest pull-down time, lowest head pressure reading, highest voltage output, and lowest amperage draw that is observed at the beginning, middle and end of the 30 minute test (see Star Rating Guidelines A/C).

## **TRIPS Program - Star Rating Guidelines**

#### **Air Conditioners**

Stars are awarded for achievements in each of the following categories. Air conditioner manufacturers have the ability to receive up to 5 stars (one per category).

<u>Category One:</u> Pass/Fail the AC Pull Down Test. If system passes the test per the AC Pull Down Performance Standard, one star will be given. If system fails the test there will be no star awarded in this category.

<u>Category Two:</u> Exceeds in passing the AC Pull Down Test (must have achieved one star from Category One). If system cools to 67-69 degrees F or below on all three sensors or average of the three, one star will be given.

<u>Category Three:</u> Lowest Average Amperage Reading. Achieving the lowest average amperage draw observed at the beginning, middle and end of the 30 minute pull down test will result in one star, if lowest of all systems tested.

<u>Category Four:</u> After Sales Service. One star will be given if the company's after sales service is exceptional. The following benchmark must be achieved:

**Timeliness in resolving repairs**. This is determined from time of notification to completion of repair. Timeframe for repair cycle shall be four (4) business days. Dealer shall enter this information into the TRIPS Database for tracking purposes.

<u>Category Five:</u> Warranty and Product Reliability. Achievement of the following benchmark will result in one star being awarded:

**Warranty:** AC supplier responds to warranty issues in a timely manner.

Simplicity of warranty process will be considered.

**Product Reliability:** Determination of this star will also be based upon a ten percent (10%) or less failure rate for the life of the bus.

#### **TRIPS Program - Star Rating Guidelines**

#### **Manufacturers**

Stars are awarded for achievements in each of the following categories. Cutaway manufacturers have the ability to receive up to 5 stars (one per category).

<u>Category One:</u> Quality Control and Pre-delivery inspection results. Springhill inspection results must average less than or equal to four defects per bus inspected.

<u>Category Two:</u> Crash Worthiness Structure. Manufacturing process must meet or exceed the FDOT's Best Practices structural design for safety and crashworthiness criteria as described in <u>Part 2, Section 2.12.1.</u>

<u>Category Three:</u> After Sales Service (Dealer/Manufacturer). One star will be given if the company's after sales service is exceptional. The following benchmark must be achieved:

**Timeliness in resolving repairs**. This is determined from time of notification to completion of repair. Timeframe for repair cycle shall be four (4) business days. Dealer shall enter this information into the TRIPS Database for tracking purposes. Dealer must also comply with all provisions of Exhibit 12, After Sales Service.

<u>Category Four:</u> Warranty (Dealer/Manufacturer). Achievement of the following benchmark will result in one star being awarded:

Manufacturer/Dealer responds to warranty issues in a timely manner: recording data as prescribed in <u>Part 5, Section 5.10.5.</u>

Simplicity of warranty process will be considered.

<u>Category Five:</u> Product reliability: Determination of this star will be based upon a ten percent (10%) or less failure rate of second stage components for the life of the bus.

#### After Sales Service

- 1. Dealer to provide a contact person(s) for warranty and parts with a dedicated phone line to be answered during normal business hours.
- 2. Dealer to provide a list of most often requested bus parts to be used in creating a parts stockage level list at the dealer's location.
- 3. Dealer to provide a list of authorized service centers in the state of Florida capable of general bus repairs, wheelchair lift/ramp repair, and A/C repair.
- 4. Dealer to provide a minimum of one field service technician familiar with all areas of the bus. This technician must be prepared to travel throughout the state and provide repairs when local agencies cannot make the repair.

# <u>OPTIONS</u>

#### **#TRIPS-11-CA-RFP**

#### 3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

- 3.2.2.2 Diesel engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.
- 3.2.2.3 A hybrid drive train integrated with diesel or gasoline engine.
- 3.2.2.3 Alternative Multi-Fuel engine capable of running on a specific type of man made fuel additive or a multi-fuel engine capable of running on a variety of alternative substitute fuels.
- 3.2.2.4 Provide Manufacturers Extended Warranty identifying maximum mileage and maximum months covered for the OEM Chassis, Manufacturers Warranty, Air Conditioning System, Alternator and Wheelchair Ramp, including any other facets of vehicle to be covered, with the total cost.

# 3.2.9.0 WHEELS

- 3.2.9.1 Provide Aluminum wheels in place of standard steel wheels.
- 3.2.9.2 Equip bus with stainless steel wheel liners / inserts on both front and rear wheels. Liner / inserts shall be Versa-Liner or approved equal, and made of 304L stainless steel with permanently attached simulated lug nuts. The simulated lug nuts shall not interfere with the actual lug nut to wheel contact surfaces.

#### **3.2.10.0 ELECTRICAL**

3.2.10.5 Provide the Merlin Multiplex Programmable Electronic Vehicle Control System including the Intelligent Switch Panel (ISP) and the Digital Power Center (DPC).

#### 3.2.21.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

- 3.2.21.6 Freedman Seating Featherweight High Back rigid frame seats.
- 3.2.21.7 Provide all Freedman seat upholstery material with "Dimensions With Nanocide" provided by CMI Enterprises, or approved equal. Dimensions shall

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be top coated with "Blockade", for advanced antimicrobial protection and cleanability. Contractor shall provide standard samples for interior color coordination.

- 3.2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. CMI Nanocide level 4 fabric kills 99.99% of resistant Staphylococcus germs within 30 minutes. The antimicrobial coating and its nano-particles shall not be removable by cleaning or normal wear, must not get diluted or neutralized for the life of the product. The product shall emit silver ions to eliminate microbes and common bacteria. Silver ions released during normal use are quickly deactivated in wastewater by common substances like chloride and sulfide to form uncreative minerals.
- 3.2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric, from the ceiling light fixtures down to the seat track, or 12 inches (12") above the floor covering. CMI Nanocide is described above in **Part 3: Options: 3.2.21.8.**
- 3.2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

#### **3.2.24.0 DRIVER'S SEAT**

- 3.2.24.2 USSC Evolution G2E with pedestal
- 3.2.24.3 Freedman Sport Driver's seat with Relaxor, four zone eight motor system with lumbar heat in place of standard driver's seat.

# 3.2.25.0 NON-SLIP TRANSIT FLOORING

3.2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring with smooth, all welded seams. Each customer will determine color / design selection. Include Altro step tread material with *yellow* step nosing and *white* "standee line" insert.

#### 3.2.26.0 DRIVER SAFETY PARTITION

3.2.26.3 To prevent passenger physical contact with the driver, install a 1/4" Lexan, or approved equal, shield wall, 3" below the ceiling to 36" above the floor; and a modesty panel from below the Lexan Plex shield frame to 3" above the floor, supported by stainless-steel tubing, similar in construction and design to the modesty panel adjacent to the front passenger door. Unit shall be designed

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to permit attachment of customer notification panel and/or pamphlet holder units.

#### 3.2.27.0 GRAB RAILS AND STANCHIONS

3.2.27.6 Powder-Coated handrails and stanchions to match the vehicle interior and manufactured by Bentec, Inc, or approved equal.

#### 3.2.31.0 REMOTE EXTERIOR MIRRORS

3.2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat.

#### 3.2.34.0 BUMPERS & REVERSE ASSISTANCE DETECTION SYSTEM

- 3.2.34.2 Rear energy absorbing Romeo Rim HELP bumper assembled with HawKEye Reverse Assistance System, (Romeo Rim Help Guard) in place of standard rear steel bumper.
- 3.2.34.3 Reverse camera and monitor backing system, in lieu of HawkEye System above.

#### 3.2.36.0 Air Purification System

3.2.36.6 The air purification system shall be JKA Company, BREATH SAFE SYSTEMS or approved equal. The system shall be designed for Paratransit bus application to eliminate the spread of virus, bacteria, odors, mold and fungus growth within the bus air conditioning evaporator coils and drain pan.

#### 3.2.37.0 ADA MOBILITY DEVICES

- 3.2.37.3 Ricon Klear-View lift (prior approval from FDOT required)
- 3.2.37.3 Braun model NVL917IB lift (prior approval from FDOT required)

## 3.2.38.0 SECUREMENT DEVICES

3.2.38.14 Install a stretcher securement system in the rear aisle of the bus. A lock-down system shall be installed in floor at the rear and front of the stretcher for securement of brackets that connect to the stretcher frame. A storage container(s) shall be securely installed at the rear interior corner(s) of the bus for the purpose of storing the brackets when not in use. With this option, the air ride system should be adjusted down to reduce the ground-to-floor distance. Provide the accompanying stretcher bed for the securement system

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described above.

3.2.38.15 Stretcher bed (only) as an option

#### 3.2.39.0 SAFETY EQUIPMENT

- 3.2.39.8 Fogmaker Fire Suppression System, a complete turn-key automatic fire suppression system, or approved equal.
- 3.2.39.9 Amerex Small Vehicle System (SMVS), a complete turn-key automatic fire suppression powder system, or approved equal.
- 3.2.39.10 Provide Camera System, priced per camera.
- 3.2.39.11 "Mentor Ranger", an in-vehicle computer, manufactured by Mentor, that allows electronic delivery of passenger manifests, automatic data collection, in-vehicle navigation, and enhanced driver/dispatcher communication. The system shall be capable of integration to other on-board systems, including existing APC, IVR and GPS onboard units, and shall be a turn-key installation.

#### 3.2.40.0 PA & ENTERTAINMENT SYSTEMS

- Install a Radio Engineering Industries (REI) public address system with handheld microphone within easy reach of the driver with a microphone jack for optional hands-free use by driver. If an audio entertainment center (3.2.40.3) is installed, utilize its speakers in mid and rear bus and install a cancel switch to turn off entertainment center system when microphone transmit button is depressed by driver. Provide a 20' long microphone extension cord and provide a microphone jack adjacent to the front curb-side seat.
- 3.2.40.3 Upgrade the standard vehicle AM/FM Radio, providing a AM/FM/CD Stereo and MP3 Player with digital clock, with front, mid-bus and rear speakers, or approved equal quality.

#### 3.2.41.0 DESTINATION SIGNS

3.2.41.2 A manually operated destination sign for limited destination readings shall be offered. Front destination sign shall be a Transign LLC, single roller curtain type installed above the windshield with a glass exposure of 8 inches x 60 inches. The side destination sign for a front door only bus will be a single roller type installed in the upper curbside window immediately behind the entrance door with a glass exposure of 5-3/4" x 28". The side destination sign for a front and rear door bus shall be installed in the upper curbside window

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immediately in front of the rear door. Destination signs will be electrically operated, LED, fluorescent or incandescent backlit display, single curtain, .003 mil. thick Mylar anti-glare material, with provisions for a minimum of 25 readings and a maximum of 175 readings of 5 inch high Helvetica medium font letters for the front sign and Helvetica medium font letters 4" high characters for the side sign. Control switch is to be located on the left hand of the driver's console. Curtain destination signs will conform to the Americans With Disabilities Act Part 38. Characters on these signs will have a width-toheight ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Generally, the space between letters will be 1/16 the height of upper case letters and will contrast with the background using either yellow letters on green or black background; or white letters on red, green, blue or black background per the purchaser's choice, for route and destination The following destination readings will be standard on all identification. destination signs ordered under this contract, with colors noted:

Bus Garage (yellow letters on black background)
Not In Service (yellow letters on black background)
Special Service (yellow letters on black background)
Shuttle Service (yellow letters on black background)
Downtown (yellow letters on green background)
Town Center (yellow letters on green background)
Public Transportation (yellow letters on green background)
Emergency Service (white letters on red background)
Emergency Shelter (white letters on red background)
Evacuation Route (white letters on red background)
Express (white letters on red background)

- 3.2.41.3 Twin Vision Elyse software Electronic Destination system full front and side signs; and a separate rear number only sign shall be provided. The system shall be compatible with Windows 2000 or Windows XP software, using IBM 486 or higher PC/AT capacity, PCMCIA memory download technology. Electronic destination signs will conform to the Americans With Disabilities Act Part 38. The electronic destination sign shall utilize Helvetica yellow medium lettering on black background. The readings listed in 2.42.1 above, shall also be standard in all Elsye electronic destination signs ordered under this contract.
- 3.2.41.4 A Twin Vision Mobi-Lite electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 2.42.1 above, shall also be standard in all Mobi-Lite electronic signs ordered under this contract.

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- 3.2.41.5 A Transign LLC 2-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.
- 3.2.41.6 A Transign LLC 3-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.
- 3.2.41.7 A "STOP REQUESTED" sign, as manufactured by Transign LLC, or approved equal, installed in the front vestibule area. Sign is activated by passengers and de-activates with the opening of the passenger entry door. Injected molded with display area of 2.5 X 19.75 minimum. Provide a silk screened lens display face with yellow letters on green background, or as required by Purchaser.

### 3.2.42.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE FOR CONSIDERATION

3.2.42.1			 
3.2.42.2			
3.2.42.3			
3.2.42.4			
3.2.42.5	 	 	

(3.42.0 Add additional numbered lines and pages if necessary)

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#### **QUALITY ASSURANCE PROVISIONS**

#### **#TRIPS-11-CA-RFP**

#### 4.1.0 CONTRACTORS IN-PLANT QUALITY ASSURANCE REQUIREMENTS

#### 4.1.1 QUALITY ASSURANCE ORGANIZATION

Manufacturer shall establish and maintain an effective in-plant quality assurance organization. It shall be a specifically defined organization and should be directly responsible to Manufacturer's top management.

#### 4.1.2 CONTROL

The quality assurance organization shall exercise quality control over all phases of production from initiation of design through manufacture and preparation for delivery. The organization shall also control the quality of supply articles.

#### 4.1.3 AUTHORITY AND RESPONSIBILITY

The quality assurance organization shall have the authority and responsibility for reliability, quality control, inspection planning, establishment of the quality control system, and the acceptance/rejection of materials and manufactured articles in the production of the vehicles.

#### 4.2.0 QUALITY ASSURANCE ORGANIZATION FUNCTIONS

The quality assurance organization shall include the following minimum functions.

#### 4.2.1 WORK INSTRUCTIONS

The quality assurance organization shall verify inspection operation instructions to ascertain that the manufactured product meets all prescribed requirements.

#### 4.2.2 RECORDS MAINTENANCE

The quality assurance organization shall maintain and use records and data essential to the effective operation of its program. These records and data shall be available for review by the resident inspectors. Inspection and test records for this procurement shall be available for a minimum of one (1) year following the completion of the inspections and tests.

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#### 4.2.3 CORRECTIVE ACTION

The quality assurance organization shall detect and promptly assure correction of any conditions that may result in the production of defective vehicles. These conditions may occur in design, purchases, manufacture, tests or operations that culminate in defective supplies, services, facilities, technical data, or standards.

#### 4.3.0 STANDARDS AND FACILITIES

The following standards and facilities shall be basic in the quality assurance process.

#### 4.3.1 CONFIGURATION CONTROL

Manufacturer shall maintain drawings and other documentation that completely describe a qualified vehicle that meets all of the options and special requirements of this procurement. The quality assurance organization shall verify that each transit vehicle is manufactured in accordance with these controlled drawings and documentation.

#### 4.3.2 MEASURING AND TESTING FACILITIES

Manufacturer shall provide and maintain the necessary gauges and other measuring and testing devices for use by the quality assurance organization to verify that the vehicles conform to all specification requirements. These devices shall be calibrated at established periods against certified measurement standards that have known valid relationships to national standards.

#### 4.3.3 PRODUCTION TOOLING AS MEDIA OF INSPECTION

When production jigs, fixtures, tooling masters, templates, patterns, and other devices are used as media of inspection, they shall be proved for accuracy at formally established intervals and adjusting, replaced, or repaired as required to maintain quality.

#### 4.3.4 EQUIPMENT USE BY TRIPS LINE INSPECTORS

Manufacturer's gauges and other measuring and testing devices shall be made available for use by the resident inspectors to verify the vehicles conform to all specification requirements. If necessary, Manufacturer's personnel shall be made available to operate the devices and to verify their condition and accuracy.

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#### 4.4.0 CONTROL OF PURCHASES

Manufacturer shall maintain quality control of purchases.

#### 4.4.1 SUPPLIER CONTROL

Manufacturer shall require that each supplier maintains a quality control program for the services and supplies that it provides. Manufacturer's quality assurance organization shall inspect and test materials provided by suppliers for conformance to specification requirements. Materials that have been inspected, tested, and approved shall be identified as acceptable to the point of use in the manufacturing or assembly processes. Controls shall be established to prevent inadvertent use of nonconforming materials.

#### 4.4.2 PURCHASING DATA

Manufacturer shall verify that all applicable specification requirements are properly included or referenced in purchase orders of articles to be used on vehicles.

#### 4.5.0 MANUFACTURING CONTROL

Manufacturer shall ensure that all basic production operations, as well as other processing and fabricating, are performed under controlled conditions. Establishment of these controlled conditions shall be based on the documented work instructions, adequate production equipment, and special work environments if necessary.

#### 4.5.1 COMPLETED ITEMS

A system for final inspection and test of completed vehicles shall be provided by the quality assurance organization. It shall measure the overall quality of each completed vehicle.

#### 4.5.2 NONCONFORMING MATERIALS

The quality assurance organization shall monitor Manufacturer's system for controlling nonconforming materials. The system shall include procedures for identification, segregation, and disposition.

#### 4.5.3 STATISTICAL TECHNIQUES

Statistical analysis, tests, and other quality control procedures may be used when appropriate in the quality assurance processes.

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#### 4.5.4 INSPECTION STATUS

A system shall be maintained by the quality assurance organization for identifying the inspection status of components and completed vehicles. Identification may include cards, tags, or other normal quality control devices.

#### 4.6.0 INSPECTION SYSTEM

The quality assurance organization shall establish, maintain, and periodically audit a fully-documented inspection system. The system shall prescribe inspection and test of materials, work in progress, and completed articles. As a minimum, it shall include the following controls.

#### 4.6.1 INSPECTION STATIONS

Inspection stations shall be at the best locations to provide for the work content and characteristics to be inspected. Stations shall provide the facilities and equipment to inspect structural, electrical, hydraulic, and other components and assemblies for compliance with the design requirements. Stations shall also be at the best locations to inspect or test characteristics before they are concealed by subsequent fabrication or assembly operations. These locations shall minimally include, as practicable, underbody structure completion, body framing completion, body prior to paint preparation, water test before interior trim and insulation installation, engine installation completion, under-body dress-up and completion, vehicle prior to final paint touch-up, vehicle prior to road test, and vehicle final road completion.

#### 4.6.2 INSPECTION PERSONNEL

Sufficiently trained inspectors shall be used to ensure that all materials, components, and assemblies are inspected for conformance with the qualified vehicle design.

#### 4.6.3 INSPECTION RECORDS

Acceptance, rework, or rejection identification shall be attached to inspected articles. Articles that have been accepted as a result of approved materials review actions shall be identified. Articles that have been reworked to specified drawing configurations shall not require special identification. Articles rejected as unsuitable or scrap shall be plainly marked and controlled to prevent installation on the vehicle. Articles that become obsolete as a result of engineering changes or other actions shall be controlled to prevent unauthorized assembly or installation. Unusable articles

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shall be isolated and then scrapped. Discrepancies noted by Manufacturer during assembly shall be entered on a record that accompanies the major component, subassembly, assembly, or vehicle from start of assembly through final inspection. Actions shall be taken to correct discrepancies or deficiencies in the manufacturing processes, procedures, or other conditions that cause articles to be in nonconformity with the requirements of the contract specifications. The inspection personnel shall verify the collective actions and mark the discrepancy record. If discrepancies cannot be corrected by replacing the nonconforming materials, the procuring agency shall approve the modification, repair, or method of correction to the extent that the contract specifications are affected.

#### 4.6.4 QUALITY ASSURANCE AUDITS

The quality assurance organization shall establish and maintain a quality control audit program. Records of this program shall be subject to review by the TRIPS.

#### 4.7.0 ACCEPTANCE TESTS

#### 4.7.1 RESPONSIBILITY

Fully documented tests shall be conducted on each production vehicle following manufacture to determine its acceptance to the TRIPS. These acceptance tests shall include pre-delivery inspections and testing by Manufacturer, and inspections and testing by the TRIPS prior to and after the vehicles have been delivered.

#### 4.7.2 PRE-DELIVERY TESTS

Manufacturer shall conduct acceptance tests at its plant on each vehicle following completion of manufacture and before delivery to the TRIPS. The pre-delivery tests shall include visual and measured inspections, as well as testing the total vehicle operation. The tests shall be conducted and documented in accordance with written test plans. Additional tests may be conducted at Manufacturer's discretion to ensure that the completed vehicles have attained the desired quality and have met the requirements in **Part 2: Technical Specifications**. This additional testing shall be recorded on appropriate test forms provided by Manufacturer. The pre-delivery tests shall be scheduled and conducted with sufficient notice so that they may be witnessed by TRIPS line inspectors, who may accept or reject the results of the tests. The results of pre-delivery test, and any other tests, shall be filed with the assembly inspection records for each vehicle. The under-floor equipment shall be made available for inspection by the resident inspectors, using a pit or vehicle hoist provided by Manufacturer. A hoist, scaffold, or

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elevated platform shall be provided by Manufacturer to easily and safely inspect vehicle roofs. The TRIPS shall also conduct pre-delivery tests at the Springhill facility located in Tallahassee. It is Proposer's responsibility to ensure that the vehicle arrives at the Springhill facility prior to Proposer taking delivery of vehicle from Manufacturer. The results of this inspection will accompany the vehicle upon delivery to the purchaser.

#### 4.7.3 INSPECTION-VISUAL AND MEASURED

Visual and measured inspections shall be conducted with the vehicle in a static condition. The purpose of the inspection testing is to verify overall dimensional and weight requirements, to verify that the required components are included and are ready for operation, and to verify that components and subsystems that are designed to operate with the vehicle in the static condition do function as designed.

#### 4.7.4 TOTAL VEHICLE OPERATION

Total vehicle operation shall be evaluated during road tests. The purpose of the road tests is to observe and verify the operation of the vehicle as a system and to verify the functional operation of the subsystem that can be operated only while the vehicle is in motion. Each vehicle shall be driven for a minimum of fifteen (15) miles during the road tests. Observed defects shall be recorded on the test forms. The vehicle shall be retested when defects are corrected and adjustments are made. This process shall continue until defects or required adjustments are no longer detected. Results shall be pass/fail for these vehicle operation tests. After the road test, the line inspector representing the TRIPS reserves the right to have Manufacturer either raise the vehicle or drive the vehicle across a pit to allow the inspector to check the undercarriage.

#### 4.8.0 POST-DELIVERY TESTS

The TRIPS may conduct acceptance tests on each delivered vehicle. These tests shall be completed within ten (10) working days after vehicle delivery. The purpose of these tests are to identify defects that have become apparent between the time of vehicle release and delivery to the purchaser. The post-delivery tests shall include visual inspection and vehicle operations. Vehicles that fail to pass the post-delivery tests are subject to non-acceptance. The TRIPS shall record details of all defects notify Manufacturer of non-acceptance of each vehicle within five (5) working days after completion of these tests. The defects detected during these tests shall be repaired according to the procedures defined in **Part 1: Solicitation, Offer and Award/Contractual Provisions**.

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#### 4.8.1 VISUAL INSPECTION

The post-delivery inspection is similar to the inspection at Manufacturer's plant and shall be conducted with the vehicle in a static condition.

#### 4.8.2 VEHICLE OPERATION

The road tests for total vehicle operation are similar to those conducted at Manufacturer's plant. Operational deficiencies of each vehicle shall be identified and recorded.

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#### **WARRANTY PROVISIONS**

#### **#TRIPS-11-CA-RFP**

#### 5.0.0 BASIC PROVISIONS

#### 5.1.0 WARRANTY REQUIREMENTS

Warranties in this document are in addition to any statutory remedies or warranties imposed on Contractor. A description of the local dealer warranty process shall be included in the Purchasing Agreement package including information on how warranty issues are tracked. The Contractor warrants and guarantees to the TRIPS each complete vehicle, and specific subsystems and components as follows:

#### 5.1.1 COMPLETE VEHICLE

The vehicle is warranted and guaranteed to be free from defects for a minimum of Thirty-six (36) months or one hundred thousand (100,000) miles, whichever comes first, beginning on the date of acceptance of each vehicle. During this warranty period, the vehicle shall maintain its structural and functional integrity. The warranty is based on regular operation of the vehicle under the operating conditions prevailing in the purchaser's locale.

#### 5.1.2 SUBSYSTEMS AND COMPONENTS

Specific subsystems and components are warranted and guaranteed to be free from defects and related defects for the times and/or mileages given in **Exhibit 5-1**.

**NOTE:** Parts and labor to be covered in all warranty provisions.

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#### Exhibit 5-1

### STANDARD WARRANTY

Subsystem and Component <u>Minimum</u> Warranty, whichever occurs first.

Item	Years	Mileage
OEM Chassis (incl tires)	3	36,000
Manufacturer's Warranty	2	Unlimited
Air Conditioning System	4	Unlimited
Alternator	3	36,000
Wheelchair Ramp	4 (parts and Labor)	Unlimited

#### **Component and Second Stage Warranties**

Sheet metal rust through	
Powertrain (gas and diesel)	
Body Structural	
Intermotive Interlock	
Control Panels	
Auxiliary Heaters (Underseat)	
Electric Door System	
Electric Mirrors	
Electronic Data Recorder	
Destination Sign	
Windows	
Air Ride Components	

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Air Compressor	
LED Lighting	

#### 5.2.0 VOIDING OF WARRANTY

The warranty shall not apply to any part or component of the vehicle that has been subject to misuse negligence, accident, or that has been repaired or altered in any way so as to affect adversely its performance or reliability, except insofar as such repairs were in accordance with Contractor's maintenance manuals and the workmanship was in accordance with recognized standards of the industry. The warranty shall also be void if the purchaser fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in Contractor's maintenance manuals.

#### 5.3.0 EXCEPTIONS TO WARRANTY

The warranty shall not apply to scheduled maintenance items, and items such as tires and tubes, nor to items furnished by the purchaser such as radios, fare boxes, and other auxiliary equipment, except insofar as such equipment may be damaged by the failure of a part or component for which Contractor is responsible.

#### 5.4.0 DETECTION OF DEFECTS

If the purchaser detects a defect within the warranty periods defined in **Section 5.1.1**, it shall promptly notify the Dealer representative. Within five (5) working days after receipt of notification, Dealer representative shall either agree that the defect is in fact covered by the "complete vehicle" warranty, or reserve judgment until the subsystem or component is inspected by Dealer's representative and/or is removed and examined at the purchaser's property or at the Contractor's facility. At that time, the status of warranty coverage, either subsystem or vehicle, shall be mutually resolved between the purchaser and Dealer. If the defect belongs to a subsystem or component, then work necessary to affect the repairs defined in **Section 5.1.2** shall commence within ten (10) working days after receipt of notification by Dealer. Otherwise, **Section 5.1.1** applies and repairs will be started immediately.

#### 5.5.0 SCOPE OF WARRANTY REPAIRS

When warranty repairs are required, the purchaser and Dealer's representative shall agree within five (5) days after notification on the most appropriate course for the repairs and the exact scope of the repairs to be performed under the warranty. If no agreement is obtained within the five (5)

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day period, the purchaser reserves the right to commence the repairs in accordance with **Section 5.7.1**.

#### 5.6.0 FLEET DEFECTS

A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For the purpose of this bid, identical defects occurring in sixty (60) percent of vehicles delivered shall be considered a "fleet defect."

#### 5.6.1 SCOPE OF WARRANTY PROVISIONS

Dealer shall correct a fleet defect under the warranty provisions defined in **Section 5.4.0**. After correcting the defect, Dealer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential or defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist, or on the repair/replacement date for corrected items.

#### 5.6.2 VOIDING OF WARRANTY PROVISIONS

The fleet defect provisions shall not apply to vehicle defects caused by noncompliance with Dealer's recommended normal maintenance practices and procedures.

#### 5.6.3 EXCEPTIONS TO WARRANTY PROVISIONS

Fleet defect warranty provisions shall not apply to damage that is a result of normal wear and tear in service to such items as seats, floor covering, windows, interior trim, and paint. The provisions shall not apply to purchaser supplied items such as fareboxes, two-way radios, and tires.

#### 5.7.0 REPAIR PROCEDURES

#### 5.7.1 REPAIR PERFORMANCE

In some instances, the TRIPS may require Dealer or its designated representative to perform warranty-covered repairs that are clearly beyond the scope of its capabilities. In these cases, this work will be done by TRIPS personnel with reimbursement by Dealer.

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#### 5.7.2 REPAIRS BY CONTRACTOR

If the TRIPS requires Dealer to perform warranty-covered repairs, Dealer's representative must begin within ten (10) working days after receiving notification of a defect from the purchaser, work necessary to effect repairs. The purchaser shall make the vehicle available to complete repairs timely with Dealer repair schedule. Dealer shall provide at its own expense all spare parts, tools, and space required to complete repairs. At the TRIPS option, Dealer may be required to remove the vehicle from the purchaser's property while repairs are being affected. If the vehicle is removed from the purchaser's property, repair procedures must be diligently pursued by Dealer's representative.

#### 5.8.0 REPAIRS BY THE PURCHASER

#### 5.8.1 PARTS USED

If the purchaser performs the warranty-covered repairs, it shall correct or repair the defect and any related defects using contractor-specified spare parts available from its own stock or those supplied by Dealer specifically for this repair. Monthly (or at a period to be mutually agreed upon) reports of all repairs covered by this warranty shall be submitted by the purchaser to Proposer for reimbursement or replacement of parts. Dealer shall provide forms for these reports.

#### 5.8.2 CONTRACTOR SUPPLIED PARTS

The TRIPS may request that Dealer supply new parts for warranty-covered repairs being performed by the purchaser. These parts shall be shipped prepaid to the purchaser, from any source selected by Dealer, the "next business day" from receipt of the request for said parts.

#### 5.8.3 DEFECTIVE COMPONENTS RETURN

Dealer may request that parts covered by the warranty be returned to the manufacturing plant. The total cost for this action shall be paid by Dealer. Materials should be returned in accordance with contractor's instructions.

#### 5.8.4 REIMBURSEMENT FOR LABOR

The purchaser shall be reimbursed by Dealer for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by the purchaser's current per hour, master mechanic, straight wage rate, plus 32 percent fringe benefits, plus the cost of towing in the vehicle if such action was necessary and if the vehicle was in the normal service area. These wage and fringe benefit rates shall not exceed the rates

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in effect in the purchaser's service garage at the time the defect correction is made. The purchaser shall not accept parts credit as payment of warranty labor claims.

#### 5.8.5 REIMBURSEMENT FOR PARTS

The purchaser shall be reimbursed by Dealer for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the invoice cost of the part(s) at the time of repair and shall include taxes where applicable and 2 percent handling charges. The purchaser shall not accept parts credit as payment of warranty part claims.

#### 5.9.0 WARRANTY AFTER REPLACEMENT / REPAIRS

If any component, unit, or subsystem is repaired, rebuilt, or replaced by Dealer or by the TRIPS personnel, with the concurrence of Dealer, the subsystem shall have the unexpired warranty period of the original subsystem.

#### 5.10.0 DEALER WARRANTY SERVICE AND REPORTING

Contract dealers and the manufacturers they represent will have representatives meet with FDOT in Tallahassee, three to four times each year. The primary focus of these meetings will be discussion of contract concerns, handling of warranty requests and areas receiving repetitive inspection write-ups.

#### 5.10.1 CONTRACT DEALERS WARRANTY SERVICE

Should clearly instruct and encourage procuring agencies that when they have maintenance issues that may be covered under warranty, to always contact their dealer FIRST. Dealers should have an effective system in place to allow agencies to speak with a representative about an issue, in a timely manner.

#### 5.10.2 CONTRACT DEALERS RESPONSIBILITY

Contract Dealers are responsible for all aspects of the warranty process. This includes scheduling, coordinating and monitoring all warranty repairs and parts replacements until they are fully resolved. This applies to the OEM chassis, bus manufacturer and vendor related warranty work. Dealers should seek to minimize the time required for resolving warranty issues. Dealers are to coordinate with agencies to provide qualified warranty repairs with minimal disruption to agencies.

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#### 5.10.3 MAINTAIN TRACKING SYSTEM

Contract Dealers should maintain a "tracking" system with information on the below responsibilities.

- Note when an agency reports a problem with description of problem;
- Contact repair facility and schedule diagnostics/repair;
- Notify the agency of the repair facility/appointment date/contact person;
- Communicate with repair facility until repair is complete;
- Notify the agency that the vehicle is ready for pick up;
- Follow-up with agency to confirm that the repair resolved the problem;

#### 5.10.4 AGENCY PERFORM REPAIRS

Contract Dealer may, when requested, authorize an agency's maintenance certified technicians to perform warranty service. However, dealers are still responsible for monitoring that the agency receives correct replacement parts; return shipping and proper labor reimbursements in a timely manner.

#### 5.10.5 WARRANTY REPORTING

Contract Dealer is required to update an on-line report of all completed and ongoing warranty repairs and parts replacement. This report is to be submitted weekly to the TRIPS Administrator. This report will provide dates, vendors, actions taken and current status. The report will be submitted in the same manner that dealers' report the status of current bus orders. This report will include information such as dates, contact persons, telephone numbers, description of the problem, repair facility, release date from the repair facility, agency notification dates and agency follow-up dates. Failure to enter prescribed warranty claims information into the TRIPS database will result in contract suspension after two (2) violations."

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#### **PAINT SCHEMES**

#### **#TRIPS-11-CA-RFP**

#### **6.1.0 EXTERIOR VEHICLE IDENTIFICATION**

- 6.1.1 Window exterior black out and anodized black window frame shall be a customer option on all three paint schemes. Proposer shall submit pricing, including cost of blackout and finish of passenger window frames.
- 6.1.2 Individual corporate logos, agency name in specific size block lettering, reflective material, vinyl wrap or other vehicle identification requested by the Purchaser will be negotiated separately between the Purchaser and the Dealer outside of the TRIPS contract, but included in the final Purchase Order specifications and pricing for each vehicle.
- 6.1.3 FDOT assigns a specific number to each vehicle purchased using its Capital funding sources. The identification shall be displayed as FDOT #00000 in 3M reflective material, or approved equal, Helvetica Medium two inch lettering/numbering. The numbering will be displayed on the rear and front of the vehicle at locations agreed to by TRIPS. It will be the dealer's responsibility to obtain this number from FDOT and post on the vehicle at delivery or immediately thereafter.
- 6.1.4 All buses purchased with funding provided through the American Recovery & Reinvestment Act (ARRA) shall have an official ARRA logo (see Exhibit 6A) attached to the rear surface of the vehicle above the bumper.

### **EXHIBIT 6A**

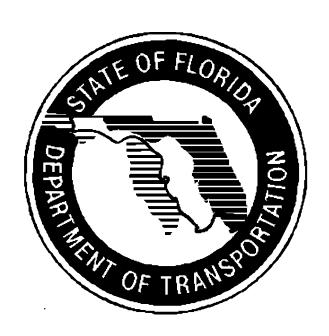


## PAINT SCHEME #1 Optional

## PAINT SCHEME #2 Optional

## PAINT SCHEME #3 Optional

# CREATIVE BUS, INC. REPRESENTING CHAMPION BUS, INC.



## ORDER PACKET

Contract #TRIPS-11-CA-TP Cutaway Type Vehicles

TRIPS-11-CA-TP - 1 - January 2012

#### **CONTRACT # TRIPS-11-CA-TP**

#### ORDER PACKET FOR

#### **CHAMPION CUTAWAY TRANSIT VEHICLES**

**CREATIVE BUS, INC.** 

#### **General Information**

The Transit Research Inspection Procurement Services Program (TRIPS) issued Proposal #TRIPS-11-CA-RFP to establish a series of state contracts for the purchase of Body on Chassis Cutaway Type Vehicles. Through this process six contracts were awarded to six different vendors each representing a vehicle manufacturer.

This Order Packet is for Contract #TRIPS-11-CA-TP, which was awarded to Creative Bus, Inc. on January 10, 2012 to provide Champion Cutaway Type Vehicles in various lengths and on various chassis' and chassis sizes.

This Order Packet contains the necessary instructions and forms for agencies to place an order with Creative Bus, Inc. to purchase these vehicles. This Order Packet also provides guidance and clarity on the relationships between the seller, the buyer, and Florida DOT's TRIPS program.

The complete Contract #TRIPS-11-CA-TP is accessible from the TRIPS website <a href="http://tripsflorida.org/">http://tripsflorida.org/</a> and contains the following sections:

- Part 1 General Requirements and Conditions, and Contractual Provisions (Including all U.S. DOT Federal Transit Administration certifications)
- Part 2 Technical Specifications
- Part 3 Options
- Part 4 Quality Assurance Provisions
- Part 5 Warranty Provisions
- Part 6 Paint Schemes

For further information on the TRIPS program and Contract #TRIPS-11-CA-TP, please contact either Edward Bart (813-974-6693) or Lazara Stinnette (813-974-0695) at the University of South Florida, Center for Urban Transportation Research (CUTR).

#### **Vendor Information**

To place an order for a vehicle under Contract #TRIPS-11-CA-TP, contact Ray Cullers at Creative Bus, Inc.:

• Address: Creative Bus, Inc.

58 West 9<sup>th</sup> Street

Atlantic Beach, Florida 32233

• Telephone #: (904) 241-6004

(800) 373-2143

• **Fax #:** (904) 241-0507

• Email: rcullers@creativebussales.com

Contact Person: Ray Cullers, Manager

#### **Procedures for Ordering**

The following sections provide guidance to be used by the vendor and the agencies in the ordering, delivery, acceptance and payment for vehicles procured under this contract. All parties are advised to fully review the full contract document available on the TRIPS website. Contract #TRIPS-11-CA-TP will be the governing document.

Agencies should understand that each order placed with and acknowledged by Creative Bus, Inc. constitutes a contract between the purchaser and Creative Bus, Inc. only. The contract implies no duties or responsibilities by the University of South Florida, Center for Urban Transportation Research, or the Florida Department of Transportation. The terms and conditions of this contract are to be administered and enforced by and between the ordering agency and the vendor.

#### ORDERING INSTRUCTIONS

Agencies must utilize the order forms in this Order Packet to place their orders. Agencies are encouraged to contact and work closely with Creative Bus, Inc. in finalizing their orders, to fully understand the options available, to select the floor plans and seating selections, the paint schemes, and any special options or conditions that may impact the final order and purchase price. Please submit a separate order form for each vehicle ordered.

Contract #TRIPS-11-CA-TP is to provide Champion Cutaway Type Vehicles in various lengths, chassis', and chassis sizes. Among the standard components of this vehicle are:

- Chevrolet/GMC, Ford, International, and Freightliner chassis'
- Various engine sizes and configurations, to include CNG
- Heavy duty transmission
- Fire Suppression system
- Electric door operation
- Multiple floor layouts and seating options

- Choice of wheelchair lift types and models, and securement systems
- Optional stretcher securement system
- Several standard paint schemes
- Several other options

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of floor plans are available. Agencies should work closely with Creative Bus, Inc. to develop and finalize their floor layout plans. Based upon this consultation, Creative Bus, Inc. will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.

The Order Packet also includes illustrations of the basic vehicle paint schemes and the description of the available options to assist the Agency in completing your orders.

Included in this Order Packet are the following forms and information:

- Order Form that provides:
  - Base vehicle prices
  - Unit seating and wheelchair station prices
  - o Paint scheme options and prices
  - Individual option and prices
  - Sample choice forms
- Sample Order Form providing an example as how to complete the order form
- Description of Options
- Available Paint Schemes

Please submit a separate order form for each vehicle ordered. After determining the length of bus, floor plan, paint scheme and desired individual options, to complete the order form place the number of items in the corresponding quantity column. Multiply the dollar figure in the cost column by the number of items in the quantity column to calculate a total cost for that item. Enter that amount in the total cost column. Add the total cost column amounts together to arrive at the grand total for the vehicle. The grand total will be the figure used on the Agency's purchase order.

Unless your vehicle is funded in part by the FTA Section 5310 grant program, the Agency deals directly with Creative Bus, Inc.

Once the details of the order are finalized, an Agency purchase order must accompany all orders placed with Creative Bus, Inc. for those vehicles not funded by the FTA Section 5310 grant program.

For all vehicles funded through the FTA Section 5310 grant program, a copy of the completed order form and either an Agency purchase order or a check for the Agency's portion payable to Creative Bus, Inc. must be emailed, faxed, or mailed to the CUTR Section 5310 Program Coordinator:

Ms. Lazara Stinnette
TRIPS Section 5310 Program Coordinator
USF-CUTR
4202 E. Fowler Avenue – CUT100

4202 E. Fowler Avenue – COTTO

Tampa, Florida 33620

Telephone: (813) 974-0695

Fax: (813) 396-9345

Email: <a href="mailto:lstinnette@cutr.usf.edu">lstinnette@cutr.usf.edu</a>

The TRIPS Section 5310 Program Coordinator will verify the order accuracy, complete the request for the FDOT share, and forward the request to Tallahassee for the FDOT purchase order. When the FDOT purchase order number is assigned, the TRIPS Section 5310 Program Coordinator will place the order with Creative Bus, Inc. and notify the Agency of its status.

Creative Bus, Inc. will provide written confirmation to the Agency and/or CUTR of the receipt of the order within seventy-two (72) hours of receiving the order with purchase order. At a minimum, the acknowledgement of the order will contain:

- The Agency's purchase order number
- The date the order was received
- The date the order was placed with the manufacturer
- The production and VIN number when available
- The estimated delivery date (when available)

#### **DELIVERY**

Completed units must be delivered to Agency within ninety (90) days from receipt of chassis or purchase order, whichever occurs last.

In the event of delay in completion of the delivery of vehicles beyond the date specified in the contract, in addition to any granted extensions agreed to in writing by the Agency, the Agency may assess as liquidated damages, twenty five dollars (\$25.00) per calendar day per vehicle.

Each vehicle purchased through the TRIPS shall be routed to the FDOT's Springhill Inspection Facility, located in Tallahassee, Florida, for an inspection prior to delivery to Creative Bus, Inc.

Creative Bus, Inc. should see that all noted write-ups are corrected prior to final delivery to the procuring agency. This inspection by the TRIPS is not represented as being "all inclusive" and in no way relieves the dealer from the required Pre-Delivery Inspection (PDI).

Prior to the vehicle(s) being delivered, Creative Bus, Inc. must perform a PDI. Upon completion of a PDI, Creative Bus, Inc. will be required to deliver the vehicles to the Purchaser. The dealer shall notify both the purchasing Agency and the FDOT District Office

a minimum of 48 hours in advance to arrange a delivery time.

The vehicle shall be delivered with all Contractor/manufacturer's quality control checklists including road test and final inspection (properly completed and signed by an authorized plant representative). Other documents/items required at delivery include:

- Manufacturer's Certificate of Origin
- Application for Certificate of Title
- Bill of Sale
- Warranty Papers (forms, policy, procedures)
- Maintenance Schedule
- Operators' manual
- Invoice (To include contract number, P.O. number, VIN#, and agency name)

#### FINAL ACCEPTANCE

Delivery of the vehicle(s) by Creative Bus, Inc. does not constitute acceptance by the Agency. The vehicle will be considered "accepted" upon passing the inspection and issuance of an acceptance letter by the Agency.

The terms of the contract state that an Agency has ten (10) calendar days after receiving the vehicle(s) to perform the Post Delivery Inspection and issue either a "Letter of Acceptance" or a "Letter of Rejection" to Creative Bus, Inc. and the Florida DOT District Office contact. The "Letter of Rejection" will state and describe the areas to be found in noncompliance with the bid specifications, incompleteness, or any defective or damaged parts.

A vehicle should be rejected if any items are missing, defective, altered, incorrect, or incomplete. In the event a vehicle(s) is delivered incomplete or contains any defective or damaged parts, the said parts will be removed and replaced by Creative Bus, Inc. New parts will be furnished and installed by Creative Bus, Inc. at no cost to the Agency. If there is work involved, warranty or otherwise, to repair or place the vehicle(s) in proper complete condition, such repairs will be made by an approved firm in accordance to the warranty provisions of the contract.

Placing the vehicle(s) in revenue service will automatically constitute "acceptance". In such circumstances, a "Letter of Acceptance" should still be sent to Creative Bus, Inc.

Acceptance of the vehicles shall not release the Contractor from liability for faulty workmanship or materials.

#### **PAYMENT**

For vehicle purchased without funding from the FTA Section 5310 grant program, the Agency should complete all necessary paperwork and submit its request to process the Agency purchase order payment within five (5) days after the delivery and/or acceptance of the vehicle.

For all vehicles funded through the FTA Section 5310 grant program, the Agency should approve and process its purchase order to allow a check for the Agency amount to be sent to Creative Bus, Inc. for its share of the vehicle. If, instead of a purchase order, a check was provided at the order request time, forward all invoices to the CUTR Section 5310 Program Coordinator along with the acceptance letter.

Upon receipt of the Agency's portion of the vehicle, Creative Bus, Inc. will contact the CUTR Section 5310 Program Coordinator with a request to process the FDOT purchase order payment approval.

The total purchase price should be paid in full within sixty (60) days after acceptance of each vehicle. Agencies should note that failure to meet the net 60-day payment terms could result in the assessment of interest and other penalties. Terms are those shown in Price Proposal Form F of the contract document. A 2% monthly service charge will be added to all past due accounts.

# EXHIBIT A ORDER FORM

#### ORDER FORM - PAGE ONE

#### CONTRACT # TRIPS-11-CA-TP

#### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

#### **CREATIVE BUS, INC.**

AGENCY NAME:	DATE:	
PURCHASE ORDER NUM	BER:	
CONTACT PERSON:	(Name, Telephone Number and Email Address)	_

	I	tem		<b>Unit Cost</b>	Quantity	Total Cost
Base Vehicle	Туре					
Chevrolet	12300 GVWR	21' 6.0 Gas		\$ 56,704		
Ford	12500 GVWR	21' 5.4 Gas		\$ 58,689		
Chevrolet	14200 GVWR	23' 6.0 Gas		\$ 59,033		
		25' Option	add	\$3,400		
Ford	14500 GVWR	23' 6.8 V10 Gas		\$ 58,714		
		25' Option	add	\$2,483		
Ford	18000 GVWR	25' 6.8 V10 Gas		\$ 74,369		
		27' Option	add	\$696		
International	19500 GVWR	25' MF 7 Diesel		\$ 92,905		
		27' Option	add	\$1,361		
		29' Option	add	\$4,841		
Ford	19500 GVWR	29' 6.8 V10 Gas		\$ 77,650		
International	23500 GVWR	31' MF 7 Diesel		\$ 116,618		
		33' Option	add	\$1,664		
Freightliner	26000 GVWR	31' 6.7 ISB Diesel		\$ 120,190		
		33' Option	add	\$1,664		
		35' Option	add	\$3,815		
		38' Option	add	\$5,292		
International	26000 GVWR	35' MF 7 Diesel		\$ 127,291		
		38' Option	add	\$2,132		
Paint Scheme	e Choices					
Scheme #1				\$600		
Scheme #2				\$600		
Scheme #3				\$600		
Base Seating						
Standard Sea				\$140		
Foldaway Sea				\$290		
Children's Sea	at (per person)			\$550		
Securement S						
	MAX securement			\$475		
	in securement (pe			\$625		
Seat belt exte	nsions <i>(</i> 2-sets sta	,		\$20		
	PAGE ON	E SUB-TOTAL				

# ORDER FORM – PAGE TWO <u>CONTRACT # TRIPS-11-CA-TP</u> ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES CREATIVE BUS, INC.

January 2014			
ltem	Unit Cost	Qty	Total Cost
Side Wheelchair Lift Choices			
Braun Model NCL919IB-2 (or latest)	\$3,300		
Maxon Model WL-6A3353 (or latest)	<del>\$3,700</del>		
Ricon Model S5510 (or latest)	\$3,300		
Rear Wheelchair Lift Choices			
Ricon Klear-View lift (prior approval from FDOT required)	\$3,500		
Braun model NVL917IB lift (prior approval from FDOT required)	\$3,300		
Ricon Model 1000 LB	\$3,550		
Braun Model 1000 LB	\$3,550		
Optional Engines			
Diesel engine meeting current EPA requirements			
	<b>#</b> 44 400		
12300, 14200 Chevy diesel option 6.6 Duramax	\$11,492		
F550 Ford diesel option 6.7 Power Stroke	\$6,380		
International and Freightliner Eaton Hybrid Drive Option	\$59,000		
Compressed Natural Gas (CNG) Engine meeting current EPA			
requirements			
Size: Make: Manufacturer: BAF	\$25,000		
Ford 14,500 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Ford 14,500 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush	\$17,000		
Chevrolet 14,200 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Chevrolet 14,200 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford F Series 16,500 and 19,500 GVWR Chassis 4 Tank CNG (54GGE) by GAS	\$29,500		
Aluminum wheels (Excluding Chevrolet)	\$1,100		
Stainless steel wheel liners / inserts, front and rear wheels	\$235		
Seating			
Freedman Featherweight High Back standard seats (per seat)	\$155		
Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide	\$25		
Upgrade interior side wall panels with Nanocide	\$1,200		
USSC Evolution G2E with pedestal	\$1,300		
Freedman Sport Driver seat with Relaxor	\$465		
Stretcher Securement System	\$1,100		
Replacement Stretcher bed (only)	\$4,400		
PAGE TWO SUB-TOTAL			

#### ORDER FORM - PAGE THREE

#### **CONTRACT # TRIPS-11-CA-TP**

#### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

#### **CREATIVE BUS, INC.**

ltem	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression powder system	Add \$1,827		
Kidde Automatic Fire Detection and Suppression System	Add \$627		
	·		
Route/Head Signs			
Transign manually operated roller curtain type sign (Plus \$22 per destination)	\$990		
TwinVision "Elyse" software electronic destination system	\$6,625		
TwinVision "Mobi-Lite" electronic destination sign	\$3,600		
Transign "Vista Star" electronic destination sign	\$3,500		
Transign LLC 2-digit Block / Run Number box unit	\$320		
Transign LLC3-digit Block / Run Number box unit	\$325		
Transign LLC passenger "STOP REQUESTED" sign	\$200		
Camera Systems			
SEON 2 camera security system	\$1,781		
REI 2 camera security system	\$1,783		
Gatekeeper 2 camera security system	\$2,140		
AngelTrax 2 camera security system	\$2,254		
Apollo 2 camera security system	\$2,067		
247 2 camera security system	\$1,567		
Price for single replacement camera	\$275		
Other Options Available			
Altro Transflor slip resistant vinyl flooring	\$625		
Driver Safety Partition	\$125		
Bentec Powder-Coated handrails and stanchions (provide standard colors)	\$245		
Exterior remote controlled mirrors	\$725		
Romeo Rim HELP rear bumper (w/o HawKEye)	\$605		
HawKEye Reverse Assistance System	\$415		
PAGE THREE SUB-TOTAL			

#### ORDER FORM - PAGE FOUR

#### CONTRACT # TRIPS-11-CA-TP

#### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

#### **CREATIVE BUS, INC.**

		 _
Reverse camera and monitor backing system:	\$350	
ManufacturerREI		
Air purification system	\$2,200	
<i>"Mentor Ranger"</i> in vehicle computer	\$4,800	
REI Public Address System	\$330	
Upgrade the standard vehicle AM/FM Radio	\$100	
Hybrid drive for International and Freightliner	\$59,000	
Alternative Body Style (12,300 chassis only)	\$2,000	
FRP Interior	\$550	
Radio Prep	\$55	
Delete Radio	(\$100)	
Thermo King A/C SLR rooftop system		
Chevy NB, Chevy 23', Chevy 26', Ford NB, Ford 23', Ford		
26', Ford 25', Ford 27', Ford 29'	\$800.00	
FL 31', FL 33', FL 35', FL 38'	\$950.00	
IC 25', IC 27', IC 29'	\$1,000.00	
IC 31', IC 33', IC 35', IC 38	\$1,150.00	
PAGE FOUR SUB-TOTAL		
(sub-total of fourth page)		
PAGE THREE SUB-TOTAL		
(sub-total of third page)		
PAGE TWO SUB-TOTAL		
(sub-total of second page)		
PAGE ONE SUB-TOTAL		
(sub-total of first page)		
GRAND TOTAL		
(sum of pages 1, 2, 3, and 4 sub-totals)		

#### **CHOICES FORM**

#### **CONTRACT # TRIPS-11-CA-TP**

#### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

#### **CREATIVE BUS, INC.**

#### **SEATING AND FLOORING CHOICES**

Seating Colors: (circle one) Blue Gray Beige

Flooring Colors: (circle one) Blue Gray Beige Black

Paint Scheme: (circle one) #1 #2 #3 Other

<u>Paint Schemes Note</u>: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

#### Upholstery Information-Vinyl Colors Available:

**BLUE CMI VINYL** - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

**BEIGE CMI VINYL** - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

<u>GREY CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

#### WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one) Braun Ricon Maxon

#### **SECUREMENT RETRACTOR CHOICE**

Updated January 2, 2014

Sure-Lok Titan

Q'Straint QRTMAX

# EXHIBIT B SAMPLE ORDER FORM

#### SAMPLE ORDER FORM - PAGE ONE

#### CONTRACT # TRIPS-11-CA-TP

#### ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

#### **CREATIVE BUS, INC.**

AGENCY NAME:	DATE:
PURCHASE ORDER NUMBER:	
CONTACT PERSON:	
(Name,	Telephone Number and Email Address)

	1	tem		Unit Cost	Quantity	Total Cost
Base Vehicle	Туре					
Chevrolet	12300 GVWR	21' 6.0 Gas		\$ 56,704		
Ford	12500 GVWR	21' 5.4 Gas		\$ 58,689		
Chevrolet	14200 GVWR	23' 6.0 Gas		\$ 59,033	1	\$ 59,033
		25' Option	add	\$3,400		
Ford	14500 GVWR	23' 6.8 V10 Gas		\$ 58,714		
		25' Option	add	\$2,483		
Ford	18000 GVWR	25' 6.8 V10 Gas		\$ 74,369		
		27' Option	add	\$696		
International	19500 GVWR	25' MF 7 Diesel		\$ 92,905		
		27' Option	add	\$1,361		
		29' Option	add	\$4,841		
Ford	19500 GVWR	29' 6.8 V10 Gas		\$ 77,650		
International	23500 GVWR	31' MF 7 Diesel		\$ 116,618		
		33' Option	add	\$1,664		
Freightliner	26000 GVWR	31' 6.7 ISB Diesel		\$ 120,190		
		33' Option	add	\$1,664		
		35' Option	add	\$3,815		
		38' Option	add	\$5,292		
International	26000 GVWR	35' MF 7 Diesel		\$ 127,291		
		38' Option	add	\$2,132		
Paint Scheme	e Choices	•				
Scheme #1				\$600		
Scheme #2				\$600	1	\$600
Scheme #3				\$600		
Base Seating	(Freedman)					
Standard Seat	t (per person)			\$140	10	\$1,400
Foldaway Sea				\$290	2	\$580
Children's Sea	at (per person)			\$550		
Securement S						
	MAX securement			\$475	2	\$950
	in securement (pe			\$625		
Seat belt external	nsions <i>(2-sets sta</i>	ndard)		\$20		
	PAGE ON	E SUB-TOTAL				\$62,563

#### SAMPLE ORDER FORM – PAGE TWO CONTRACT # TRIPS-11-CA-TP ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES **CREATIVE BUS, INC.**

January 2014 Item	Unit Cost	Qty	Total Cost
Side Wheelchair Lift Choices	4	_	
Braun Model NCL919IB-2 (or latest)	\$3,300	1	\$3,300
Maxon Model WL-6A3353 (or latest) Ricon Model S5510 (or latest)	\$3,700 \$3,300		
NICOTI MODEL 333 TO (OF latest)	φ3,300		
Rear Wheelchair Lift Choices			
Ricon Klear-View lift (prior approval from FDOT required)	\$3,500		
Braun model NVL917IB lift (prior approval from FDOT required)	\$3,300		
Ricon Model 1000 LB	\$3,550		
Braun Model 1000 LB	\$3,550		
Optional Engines			
Diesel engine meeting current EPA requirements			
12300, 14200 Chevy diesel option 6.6 Duramax	\$11,492		
F550 Ford diesel option 6.7 Power Stroke	\$6,380		
International and Freightliner Eaton Hybrid Drive Option	\$59,000		
Compressed Natural Gas (CNG) Engine meeting current EPA requirements			
Size:Make:Manufacturer: BAF Ford 14,500 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Ford 14,500 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford 14,500 GVWR Chassis 2 Tank Propane (+41GGE) Roush	\$17,000		
Chevrolet 14,200 GVWR Chassis 3 Tank CNG (29GGE) by GAS	\$25,000		
Chevrolet 14,200 GVWR Chassis 4 Tank CNG (39GGE) by GAS	\$28,000		
Ford F Series 16,500 and 19,500 GVWR Chassis 4 Tank CNG (54GGE) by GAS	\$29,500		
Aluminum wheels (Excluding Chevrolet)	\$1,100		
Stainless steel wheel liners / inserts, front and rear wheels	\$235		
Conting			
Seating Freedman Featherweight High Back standard seats (per seat)	\$155		
Dimensions vinyl line of coated transit bus seating fabric with	\$25		
antimicrobial Nanocide			
Upgrade interior side wall panels with Nanocide	\$1,200		
USSC Evolution G2E with pedestal	\$1,300		
Freedman Sport Driver seat with Relaxor	\$465		
Stretcher Securement System	\$1,100		
Replacement Stretcher bed (only)	\$4,400		
PAGE TWO SUB-TOTAL			\$3,300

# SAMPLE ORDER FORM - PAGE THREE

# **CONTRACT # TRIPS-11-CA-TP**

## ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

# **CREATIVE BUS, INC.**

January 2014

Item	Unit Cost	Qty	Total Cost
Fire Suppression			
Amerex Small Vehicle System automatic fire suppression powder system	Add \$1,827		
Kidde Automatic Fire Detection and Suppression System	Add \$627		
Route/Head Signs			
Transign manually operated roller curtain type sign (Plus \$22 per destination)	\$990		
TwinVision "Elyse" software electronic destination system	\$6,625		
TwinVision "Mobi-Lite" electronic destination sign	\$3,600		
Transign "Vista Star" electronic destination sign	\$3,500		
Transign LLC 2-digit Block / Run Number box unit	\$320		
Transign LLC3-digit Block / Run Number box unit	\$325		
Transign LLC passenger "STOP REQUESTED" sign	\$200		
Camera Systems			
SEON 2 camera security system	\$1,781		
REI 2 camera security system	\$1,783	1	\$1,783
Gatekeeper 2 camera security system	\$2,140		
AngelTrax 2 camera security system	\$2,254		
Apollo 2 camera security system	\$2,067		
247 2 camera security system	\$1,567		
Price for single replacement camera	\$275		
Other Options Available			
Altro Transflor slip resistant vinyl flooring	\$625		
Driver Safety Partition	\$125		
Bentec Powder-Coated handrails and stanchions (provide standard colors)	\$245		
Exterior remote controlled mirrors	\$725		
Romeo Rim HELP rear bumper (w/o HawKEye)	\$605		
HawKEye Reverse Assistance System	\$415		
PAGE THREE SUB-TOTAL			\$1,783

## SAMPLE ORDER FORM - PAGE FOUR

# CONTRACT # TRIPS-11-CA-TP

# ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

# **CREATIVE BUS, INC.**

January 2014

Reverse camera and monitor backing system:			=
Manufacturer REI	\$350		
Air purification system	\$2,200		
"Mentor Ranger" in vehicle computer	\$4,800		
REI Public Address System	\$330		
Upgrade the standard vehicle AM/FM Radio	\$100		
Hybrid drive for International and Freightliner	\$59,000		
Alternative Body Style (12,300 chassis only)	\$2,000		
FRP Interior	\$550		
Radio Prep	\$55		
Delete Radio	(\$100)		
Thermo King A/C SLR rooftop system			
Chevy NB, Chevy 23', Chevy 26', Ford NB, Ford 23', Ford	\$800.00		
26', Ford 25', Ford 27', Ford 29'	\$600.00		
FL 31', FL 33', FL 35', FL 38'	\$950.00		
IC 25', IC 27', IC 29'	\$1,000.00		
IC 31', IC 33', IC 35', IC 38	\$1,150.00		
PAGE FOUR SUB-TOTAL			\$0
(sub-total of fourth page)			ΨΟ
PAGE THREE SUB-TOTAL			\$1,783
(sub-total of third page)			Ψ1,700
PAGE TWO SUB-TOTAL		\$3,300	
(sub-total of second page)			<b>40,000</b>
PAGE ONE SUB-TOTAL		\$62,563	
(sub-total of first page)		,,	
GRAND TOTAL			\$67,646
(sum of pages 1, 2, 3, and 4 sub-totals)		, ,- · ·	

#### SAMPLE CHOICES FORM

#### **CONTRACT # TRIPS-11-CA-TP**

## ORDER FORM FOR CHAMPION CUTAWAY TRANSIT VEHICLES

## **CREATIVE BUS, INC.**

# **SEATING AND FLOORING CHOICES**

Seating Colors: (circle one) Blue (Beige) Gray

Flooring Colors: (circle one) Blue Beige (Gray) Black

Paint Scheme: (circle one) #1 (#2) #3 Other

<u>Paint Schemes Note</u>: If an agency requires a paint and lettering scheme that is NOT GENERALLY covered by one of those listed above, they may make separate arrangements either with the manufacturer or a local vendor to provide these services. Agencies will select colors (2) for background and stripes when orders are placed. All paint scheme pricing shall reflect white base coat.

# Upholstery Information-Vinyl Colors Available:

<u>BLUE CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS AZUL BLUE INSERT, style VP-MEDLI-KEAZU; outside wrap and back of seat to be solid MEDALLION MORRENO TROPICAN AZUL, style VP-MEDMO-TRAZU.

**BEIGE CMI VINYL** - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION DOCCA SAND BEIGE, style VP-MEDLI-DOSNB.

<u>GREY CMI VINYL</u> - Center insert of seat to be MEDALLION KEOPS VERDE TAN INSERT, style VP-MEDLI-KEVER; outside wrap and back of seat to be solid, MEDALLION MORRENO TROPICAN GREY, style VP-MEDMO-TRGRY.

# WHEELCHAIR LIFT CHOICE

Wheelchair Lift: (circle one) Braun Ricon Maxon

# SECUREMENT RETRACTOR CHOICE

W/C Securement: (circle one) Sure-Lok Titan Q'Straint QRTMAX

# EXHIBIT C OPTIONS

# **OPTIONS**

## **#TRIPS-11-CA-TP**

# 3.2.2.0 ALTERNATIVE ENGINE, DIESEL, HYBRID OR MULTI- FUEL

- 3.2.2.2 Diesel engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.2.
- 3.2.2.3 A Compressed Natural Gas (CNG) engine meeting current EPA requirements in place of the standard gasoline engine. Engine must meet standards described in Part 2, Section 2.2.3.

## 3.2.9.0 WHEELS

- 3.2.9.1 Provide Aluminum wheels in place of standard steel wheels.
- 3.2.9.2 Equip bus with stainless steel wheel liners / inserts on both front and rear wheels. Liner / inserts shall be Versa-Liner or approved equal, and made of 304L stainless steel with permanently attached simulated lug nuts. The simulated lug nuts shall not interfere with the actual lug nut to wheel contact surfaces.

# 3.2.21.0 SEATS, BELT EXTENSIONS, & SEAT UPHOLSTERY

- 3.2.21.6 Freedman Seating Featherweight High Back rigid frame seats.
- 3.2.21.8 Provide all Freedman Featherweight or 3-PT passenger seat with Dimensions vinyl line of coated transit bus seating fabric with antimicrobial Nanocide, by CMI Enterprises, or approved equal. Fabric to be CMI DIMENSIONS LATE EVENING, style VP-DIMEN-LEVEN or CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR or approved equal.
- 3.2.21.9 Upgrade interior side wall panels with Nanocide antimicrobial fabric CMI DIMENSIONS CHARCOAL, style VP-DIMEN-CHAR. Upgrade interior side wall panels from the ceiling light fixtures down to the seat track, or 12 inches (12") above the floor covering.
- 3.2.21.10 Extend the length of the standard seat belts provided. Two seat belt extensions are to be provided as standard. A third or more seat belt extensions may be purchased.

## **3.2.24.0 DRIVER'S SEAT**

3.2.24.2 USSC Evolution G2E with pedestal

3.2.24.3 Freedman Sport Driver's seat with Relaxor, four zone eight motor system with lumbar heat in place of standard driver's seat.

# 3.2.25.0 NON-SLIP TRANSIT FLOORING

3.2.25.3 Provide Altro Transflor slip resistant sheet vinyl flooring with smooth, all welded seams. Each customer will determine color / design selection. Include Altro step tread material with *yellow* step nosing and *white* "standee line" insert.

## 3.2.26.0 DRIVER SAFETY PARTITION

3.2.26.3 To prevent passenger physical contact with the driver, install a 1/4" Lexan, or approved equal, shield wall, 3" below the ceiling to 36" above the floor; and a modesty panel from below the Lexan Plex shield frame to 3" above the floor, supported by stainless-steel tubing, similar in construction and design to the modesty panel adjacent to the front passenger door. Unit shall be designed to permit attachment of customer notification panel and/or pamphlet holder units.

# 3.2.27.0 GRAB RAILS AND STANCHIONS

3.2.27.6 Powder-Coated handrails and stanchions to match the vehicle interior and manufactured by Bentec, Inc, or approved equal.

# 3.2.31.0 REMOTE EXTERIOR MIRRORS

3.2.31.5 Provide right and left side exterior remote controlled mirrors, adjustable from the driver's seat.

## 3.2.34.0 BUMPERS & REVERSE ASSISTANCE DETECTION SYSTEM

- 3.2.34.2 Rear energy absorbing Romeo Rim HELP bumper assembled without HawKEye Reverse Assistance System, (Romeo Rim Help Guard) in place of standard rear steel bumper.
- 3.2.34.2.1 HawKEye Reverse Assistance System
- 3.2.34.3 Reverse camera and monitor backing system, in lieu of HawkEye System above.

# 3.2.36.0 Air Purification System

3.2.36.6 The air purification system shall be JKA Company, BREATH SAFE SYSTEMS or approved equal. The system shall be designed for Paratransit

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bus application to eliminate the spread of virus, bacteria, odors, mold and fungus growth within the bus air conditioning evaporator coils and drain pan.

# 3.2.37.0 ADA MOBILITY DEVICES

- 3.2.37.3 Ricon Klear-View lift (prior approval from FDOT required)
- 3.2.37.3.1 Braun model NVL917IB lift (prior approval from FDOT required)
- 3.2.37.3.2 Ricon Model S5510
- 3.2.37.3.3 Braun Model NCL919IB-2
- 3.2.37.3.4 Maxon Model WL-6A3353

## 3.2.38.0 SECUREMENT DEVICES

- 3.2.38.3 SURE-LOK Titan restraint system
- 3.2.38.3.1 Q'straint QRTMAX restraint system
- 3.2.38.14 Install a stretcher securement system in the rear aisle of the bus. A lock-down system shall be installed in floor at the rear and front of the stretcher for securement of brackets that connect to the stretcher frame. A storage container(s) shall be securely installed at the rear interior corner(s) of the bus for the purpose of storing the brackets when not in use. With this option, the air ride system should be adjusted down to reduce the ground-to-floor distance. Provide the accompanying stretcher bed for the securement system described above.
- 3.2.38.15 Replacement Stretcher bed (only) as an option

#### 3.2.39.0 SAFETY EQUIPMENT

- 3.2.39.9 Amerex Small Vehicle System (SMVS), a complete turn-key automatic fire suppression powder system, or approved equal.
- 3.2.39.9.1 Kidde Fire Suppression System, a complete turn-key automatic fire suppression system, or approved equal.
- 3.2.39.11 "Mentor Ranger", an in-vehicle computer, manufactured by Mentor, that allows electronic delivery of passenger manifests, automatic data collection, in-vehicle navigation, and enhanced driver/dispatcher communication. The system shall be capable of integration to other on-board systems, including existing APC, IVR and GPS onboard units, and shall be a turn-key installation.

# 3.2.40.0 PA & ENTERTAINMENT SYSTEMS

- 3.2.40.2 Install a Radio Engineering Industries (REI) public address system with hand-held microphone within easy reach of the driver with a microphone jack for optional hands-free use by driver. If an audio entertainment center (3.2.40.3) is installed, utilize its speakers in mid and rear bus and install a cancel switch to turn off entertainment center system when microphone transmit button is depressed by driver. Provide a 20' long microphone extension cord and provide a microphone jack adjacent to the front curb-side seat.
- 3.2.40.3 Upgrade the standard vehicle AM/FM Radio, providing a AM/FM/CD Stereo and MP3 Player with digital clock, with front, mid-bus and rear speakers, or approved equal quality.

# 3.2.41.0 DESTINATION SIGNS

3.2.41.2 A manually operated destination sign for limited destination readings shall be offered. Front destination sign shall be a Transign LLC, single roller curtain type installed above the windshield with a glass exposure of 8 inches x 60 inches. The side destination sign for a front door only bus will be a single roller type installed in the upper curbside window immediately behind the entrance door with a glass exposure of 5-3/4" x 28". The side destination sign for a front and rear door bus shall be installed in the upper curbside window immediately in front of the rear door. Destination signs will be electrically operated, LED, fluorescent or incandescent backlit display, single curtain, .003 mil. thick Mylar anti-glare material, with provisions for a minimum of 25 readings and a maximum of 175 readings of 5 inch high Helvetica medium font letters for the front sign and Helvetica medium font letters 4" high characters for the side sign. Control switch is to be located on the left hand of the driver's console. Curtain destination signs will conform to the Americans With Disabilities Act Part 38. Characters on these signs will have a width-toheight ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Generally, the space between letters will be 1/16 the height of upper case letters and will contrast with the background using either yellow letters on green or black background; or white letters on red, green, blue or black background per the purchaser's choice, for route and destination The following destination readings will be standard on all identification. destination signs ordered under this contract, with colors noted:

Bus Garage (yellow letters on black background)
Not In Service (yellow letters on black background)
Special Service (yellow letters on black background)
Shuttle Service (yellow letters on black background)
Downtown (yellow letters on green background)
Town Center (yellow letters on green background)

Public Transportation (yellow letters on green background)
Emergency Service (white letters on red background)
Emergency Shelter (white letters on red background)
Evacuation Route (white letters on red background)
Express (white letters on red background)

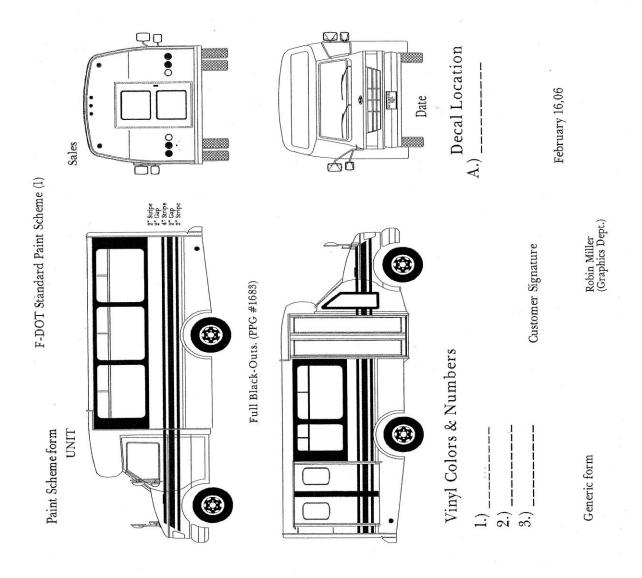
- 3.2.41.3 Twin Vision Elyse software Electronic Destination system full front and side signs; and a separate rear number only sign shall be provided. The system shall be compatible with Windows 2000 or Windows XP software, using IBM 486 or higher PC/AT capacity, PCMCIA memory download technology. Electronic destination signs will conform to the Americans With Disabilities Act Part 38. The electronic destination sign shall utilize Helvetica yellow medium lettering on black background. The readings listed in 3.2.41.2 above shall also be standard in all Elsye electronic destination signs ordered under this contract.
- 3.2.41.4 A Twin Vision Mobi-Lite electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Mobi-Lite electronic signs ordered under this contract.
- 3.2.41.5 A Transign Vista Star electronic destination sign, or approved equal, with side destination sign, using amber LED's and has fully programmable features that allow both large single and double line capabilities. The readings listed in 3.2.41.2 above shall also be standard in all Transign electronic signs ordered under this contract.
- 3.2.41.6 A Transign LLC 2-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.
- 3.2.41.7 A Transign LLC 3-digit incandescent backlight, with anti-glare finish, dash mounted Block/Run Number Box, or approved equal, shall be provided. White, red or yellow LED letters/numbers on a black background, displayed in a plastic or metal frame, to operate on a 12 volt system.
- 3.2.41.8 A "STOP REQUESTED" sign, as manufactured by Transign LLC, or approved equal, installed in the front vestibule area. Sign is activated by passengers and de-activates with the opening of the passenger entry door. Injected molded with display area of 2.5 X 19.75 minimum. Provide a silk screened lens display face with yellow letters on green background, or as required by Purchaser.

# 3.2.42.0 LIST OTHER MANUFACTURER OPTIONS AVAILABLE FOR CONSIDERATION

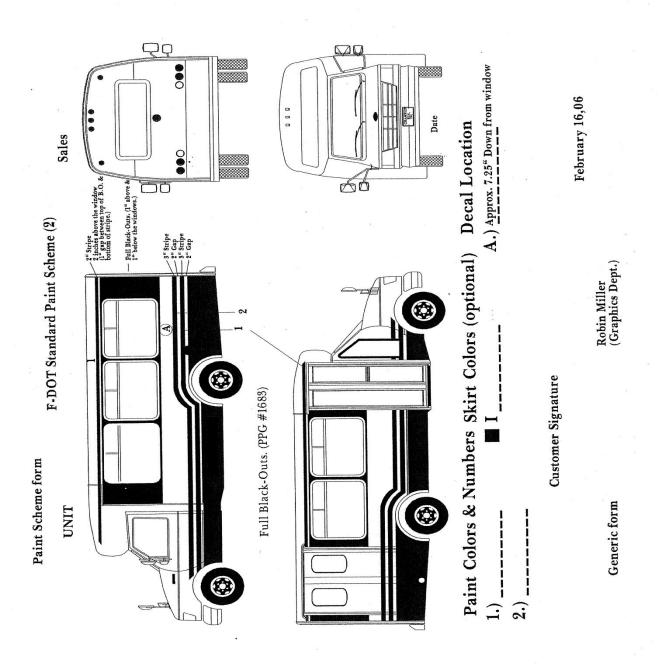
3.2.42.1	SEON 2 camera security system
3.2.42.2	REI 2 camera security system
3.2.42.3	Gatekeeper 2 camera security Solid State Bus Video System 32 GB SD Card
3.2.42.4	AngelTrax 2 camera security system
3.2.42.5	Apollo 2 camera security system -120ips Mobile DVR, 1.0TB Removable HDD
3.2.42.6	247 2 camera security system, 16GB Solid-State Flash Storage, mDVR TVS22 w/2 Camera [15 hours storage]
3.2.42.7	Provide replacement surveillance camera
3.2.42.8	Base 14200 GVWR Chevrolet Chassis to Low Floor model
3.2.42.9	Base 14500 GVWR Ford Chassis to Low Floor model
<del>3.2.42.10</del>	Base 19500 GVWR International Chassis to Low Floor model

# EXHIBIT D PAINT SCHEMES

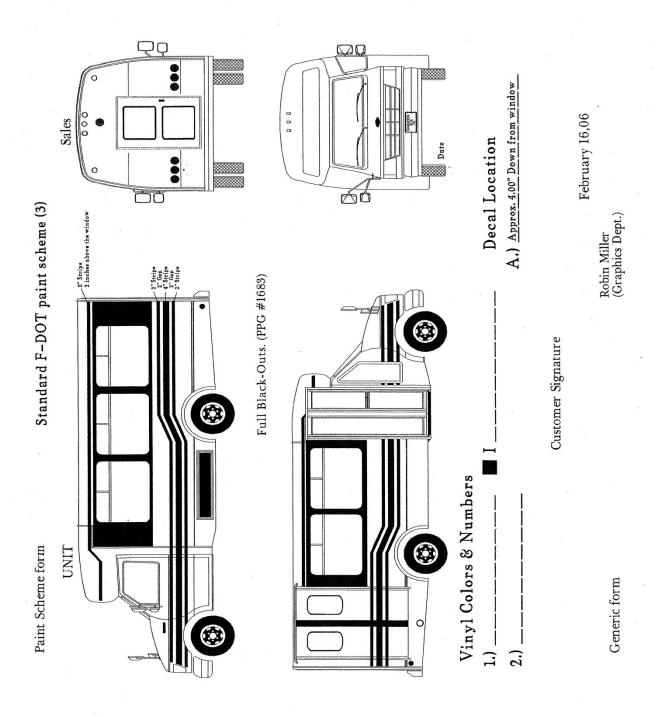
# **EXTERIOR PAINT SCHEME #1**



# **EXTERIOR PAINT SCHEME #2**



# **EXTERIOR PAINT SCHEME #3**



# EXHIBIT E FLOOR PLAN LAYOUTS

Most agencies already have an idea on the type and number of seats and wheelchair positions needed to meet their floor plan requirements. A wide variety of alternative floor plans are available.

Agencies should work closely with Creative Bus, Inc. to develop and finalize their passenger seating floor layout plans. Based upon this consultation, Creative Bus, Inc. will develop a proposed floor plan based on the Agency's needs and fax a copy of the plan to the Agency for verification and approval.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5838 County Administrator's Report 10. 13. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Contract Award for PD 13-14.016, Design Services for Gulf Beach Highway

Patton & Sunset Intersection Signalization

From: Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization - Amy Lovoy, Management and Budget Services Department Director

That the Board award and authorize the County Administrator to sign the Standard Professional Consulting Services Contract Documents for Agreement between Escambia County and Atkins North America, Inc., per the terms and conditions of PD 13-14.016, Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization, for a base lump sum amount of \$136,054.42, and optional services of \$59,628.41, as detailed in the Fee Proposal and Exhibit C hour/fee table describing Tasks 8-11 for Construction Inspection, State Wide Environmental Resource Permitting (SWERP), Wetland Permitting and ROW Mapping for acquisition, as necessary, for a total of \$195,682.83.

[Funding: Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project Number 12EN2152]

#### **BACKGROUND:**

Request for Letters of Interest, PD 13-14.016, Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization, were publicly noticed on Tuesday, January 21, 2014 to 184 known firms. Responses were received from 2 firms on Wednesday, February 5, 2014. Atkins North America, Inc., was selected based on their familiarity with the area and the fact they had completed the previous study for FDOT.

#### **BUDGETARY IMPACT:**

[Fund 352 "LOST III", Cost Center 210107, Object Code: 56301, Project Number: 12EN2152]

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

Attorney Standard Form of Contract Form G, Consulting Services for Stand-Alone Services.

#### **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 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 Services and Purchase Order.

## **Attachments**

Agreement
Agreement Exhibits
Scope of Work

# STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

**FOR** 

# AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

ATKINS NORTH AMERICA, INC.

PD 13-14.016, DESIGN SERVICES FOR GULF BEACH HIGHWAY PATTON & SUNSET INTERSECTION SIGNALIZATION

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised 2012)

# **TABLE OF CONTENTS**

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#### AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of March, 2014, 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 Atkins North America, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 2114 Airport Boulevard, Ste.1450, Pensacola, Florida 32504, and whose Federal tax identification number is 59-0896138 (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 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Atkins North America, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Jeremy King, Senior Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 13-14.016, Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization.

# 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) 13-14 in the amount of One Hundred Thirty Six Thousand Fifty Four Dollars and Forty Two Cents (\$136,054.42) for a base lump sum amount and Fifty Nine Thousand Six hundred Twenty Eight Dollars and Forty One Cents (\$59,628.41) for optional services, for a total of One Hundred Ninety Five Thousand Six Hundred Eighty Two Dollars and Eighty Three Cents (\$195,682.83) 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 13-14.016, Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization, and as represented in the Consultant's Letter of Interest response to PD 13-14.016, 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 \$525,300.
- 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 <u>COMPENSATION:</u> 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 sum of One Hundred Thirty Six Thousand Fifty Four Dollars and Forty Two Cents (\$136,054.42) for a base lump sum amount and Fifty Nine Thousand Six hundred Twenty Eight Dollars and Forty One Cents (\$59,628.41) for optional services, for a total of One Hundred Ninety Five Thousand Six Hundred Eighty Two Dollars and Eighty Three Cents (\$195,682.83). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE</u>: 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 <u>DIRECT EXPENSES</u>: 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:

Atkins North America, Inc. 2114 Airport Boulevard, Ste.1450 Pensacola, Florida 32504 (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Jeremy King Senior Engineering Project Coordinator Public Works/Engineering 3363 West Park Place Pensacola, Florida 32501 Larry M. Newsom Interim County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

# ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

# ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

# ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

# 8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

#### 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

# ARTICLE 9 GENERAL PROVISIONS

#### 9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

## 9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

## 9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which

period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

- 9.4 <u>NO CONTINGENT FEES</u>: 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 <u>SUBCONTRACTORS</u>: 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 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

#### 9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and

any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

- 9.8 INSURANCE: The Consultant is required to carry the following insurance:
  - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
  - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
  - (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of

thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

# 9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

#### 9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: 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 <u>GRATUITIES</u>: 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 <u>CONFLICT OF INTEREST</u>: 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 <u>SURVIVAL</u>: 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 <u>GOVERNING LAW</u>: 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 <u>INTERPRETATION</u>: 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 <u>SEVERABILITY</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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.

- 9.201 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 <u>FURTHER DOCUMENTS</u>: 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 <u>NO WAIVER</u>: 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 Atkins North America, Inc., signing by and through its President, duly authorized to execute same.

WITNESS:	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: Larry M. Newsom, Interim County Administrator
Witness	Date:  BCC Approved: March 18, 2014  CONSULTANT: Atkins North America, Inc., a Florida Corporation authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By:
By:Secretary	Date:
Or	
Witness	
Witness	





**Atkins North America, Inc.** 2114 Airport Boulevard, Suite 1450 Pensacola, Florida 32504

**Telephone:** +1.850.478.9844 Fax: +1.850.478.0620

www.atkinsglobal.com/northamerica

#### **SCOPE OF WORK**

# Gulf Beach Highway (SR 292), Patton Drive and Sunset Avenue Intersections Final Design – March 2014

The following is a scope of services which defines those tasks necessary to complete the improvements to Gulf Beach Highway at Patton Drive and Sunset Avenue in Escambia County, Florida. The improvements are depicted as "Alternative 6" in the Gulf Beach Highway Intersection Feasibility Study dated August 2013 prepared by **ATKINS**. The improvements include widening, turn lane and median installation, and traffic signal installation along with necessary drainage and pedestrian features. Herein after all references to the County will mean Escambia County and all references to the Consultant will mean **ATKINS**. **ATKINS** will prepare final construction documents for all improvements and obtain a Northwest Florida Water Management District (NWFWMD) Environmental Resource Permit (ERP) exemption and a Florida Department of Transportation (FDOT) Permit for the proposed work along Gulf Beach Highway within the project limits. Since the work is within FDOT right-of-way, the construction plans will be required to meet FDOT design standards. The improvements are expected to fit within the existing maintained right-of-way.

#### Schedule

The construction plans shall be submitted in four (4) phases – 30%, 60%, 90%, and Final. **ATKINS** will review and respond to the COUNTY'S and FDOT's comments and incorporate the comments into construction plans. Any changes requested by the COUNTY/FDOT after the plans are signed and sealed will be considered additional services.

All work included in this scope shall be substantially completed within **480 Calendar Days** from the Notice to Proceed. The 480 Calendar Days includes construction administration activities estimated to be completed by the end of July 2015. The goal is to provide construction documents to allow the County to open bids for the project in December 2014/January 2015 in order for the project to be substantially complete prior to the March 2015 letting for the FDOT Sunset Avenue Bayou Grande Bridge Replacement which will divert all traffic to the Gulf Beach Highway/Sunset Avenue intersection location.

#### **Project Initiation / Data Collection**

**ATKINS** shall develop and maintain a work breakdown structure and schedule for the project. This task includes interagency coordination, status reports, meeting and presentations, project records and filing, and other management activities. This task also includes Quality Assurance/Quality Control (QA/QC) that will consist of independent checks of the plans for each submittal.

**ATKINS** will perform field reviews to evaluate existing conditions including survey, signage, and drainage features. Construction document review meetings shall be held with the County as needed. After the 90% submittal, **ATKINS** will set up and attend a pre-application meeting with FDOT staff.

#### **Anticipated Meetings**

**ATKINS** shall attend necessary meetings with County staff to coordinate the project.

**ATKINS** shall attend necessary meetings with the appropriate FDOT staff to review the construction plans and coordinate permit.

**ATKINS** shall meet with the appropriate NWFWMD staff to review the construction plans and coordinate permit requirements. It is anticipated that the project will qualify for an exemption but it will require verification / coordination.

**ATKINS** shall attend necessary meetings with the utility owners to review the construction plans and coordinate project requirements.

**ATKINS** shall facilitate meetings with the Principal of Navy Point Elementary School and any affected business owners within the project limits.

#### Survey

**ATKINS** will request any existing survey data including right-of-way or maintenance maps available from FDOT. Any additional required survey data will be collected by ATKINS. ATKINS will conduct a field review with the surveyor to identify all features that require surveying. All utility information shall be picked up by the surveyor including subsurface utility information. Pittman Glaze will be conducting the surveying services for this project. Pittman, Glaze, and Associates, Inc. will establish horizontal and vertical control and pick up topographic features within the roadway right-of-way. Additionally, utility locates will be called in and locations surveyed. Above ground appurtenances, drainage structures, wetland flagging and striping will be surveyed. Geotechnical boring locations will be located within the project limits. A minimum of two (2) benchmarks referenced to NAVD 1988 Datum with a maximum distance between benchmarks not exceeding 1,000 feet. Survey cross section data at 50-foot maximum intervals will be obtained. Where possible, topographical data shall exceed the right-of-way or proposed easement area width by a minimum of 5-feet to ensure complete DTM coverage. Road rights-of-way, existing easements, and parcel lines depicted on topographical survey shall be based on field located property corners, where such exist. Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone. Two (2) copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set by the Board of Professional Surveyors and Mappers will be provided.

It is anticipated that proposed improvements will fit within the existing right-of-way. Right-of-Way Mapping and Boundary Survey/Legal Description Services have been included as Optional Services.

#### **Subsurface Utility Engineering**

**ATKINS** shall include subsurface utility engineering as required by FDOT for clearing all proposed mast arm locations. Additionally, areas within the widening areas may also require subsurface utility engineering. CardnoTBE will provide the subsurface utility engineering services for the project that will meet FDOT requirements. The fee for this effort will be limiting amount.

#### **Geotechnical Investigation**

The geotechnical efforts will conform to FDOT standards. The efforts shall include at a minimum:

- 1. Six (6) 5-feet deep auger borings in the roadway widening areas and four (4) 25-feet deep Standard Penetration Test borings (2 at each intersection) for mast arm foundation design.
- 2. For FDOT Standard Mast Arm Assemblies, verify that the soil strength properties at the foundation locations meet or exceed the soil strength properties assumed for the Standard Mast Arm Assemblies in the FDOT Standard Indices.
- 3. Geotechnical information will be obtained for the roadway widening portions and pavement design including natural water content and grain size and Limerock Bearing Ration (LBR) tests.

Fugro Consultants Inc. (Fugro) will perform geotechnical exploration for the proposed roadway and signal mast arm design. In addition to the roadway investigation, Fugro will prepare a geotechnical report detailing the soil findings and design parameters. This task will be a limiting amount.

#### Wetland Delineation

**ATKINS** will conduct USACE/FDEP wetland jurisdictional determinations to delineate the limits of existing wetlands within the proposed project limits. Conduct onsite USACE/FDEP wetland jurisdictional determinations approximately 400+/- feet west of and 400 feet east of the Gulf Beach Highway (SR 292)/Patton Drive/ Sunset Avenue intersection.

**ATKINS** shall set flags at the location of the USACE jurisdictional wetland boundaries as determined by biological and physical wetland indicators (hydrophytic vegetation, hydric soils and hydrology). All flags will be labeled and their position recorded with a Trimble Pro XT Global Positioning System (GPS), a submeter accuracy instrument. The project surveyor is responsible for surveying the locations of any flagged wetland delineation markers. This scope assumes a specific purpose survey will not be required.

**ATKINS** will perform site visits with agency personnel as necessary to review the wetland delineation boundaries, specifically along the Gulf Beach Highway (SR 292)/Patton Drive/ Sunset Avenue intersection area.

**ATKINS** anticipates that wetlands will not be impacted with this project. The goal is to avoid the wetlands adjacent to the proposed improvements. Wetland permitting has been included as an Optional Service.

#### TASK 1 - ROADWAY & SIGNAL DESIGN

## Signal Design

**ATKINS** will determine the optimum timing patterns and operating plan for the cycle length(s) for different times of the day. **ATKINS** will develop the following settings when performing the analysis – Signal operating plan, Cycle Length, and Lead/Lag Configuration. **ATKINS** will coordinate with the County for existing timing patterns on Gulf Beach Highway to ensure the signal operates properly once constructed. The parameters will be developed for the following timing plan periods:

• Day Plan: Semi-actuated AM Peak Plan, PM Peak Plan, and Off-Peak plans.

## **Public Involvement**

**ATKINS** shall prepare and attend a minimum of one (1) public meeting to be held in the vicinity of the project site. **ATKINS** shall notify all elected officials and surrounding property owners via mailed letters of the public meeting. **ATKINS** will prepare all exhibits, handouts, and other displays required for the public meeting. **ATKINS** will provide at least six (6) staff at the public meeting to handle questions.

**Roadway & Signalization Design -** The roadway design will include the horizontal and vertical roadway geometry and development of the roadway typical section. The design shall include appropriate pedestrian features to connect Patton Drive with Sunset Boulevard. The design shall include pedestrian crossing features at the signals and appropriate signing and markings to safely convey pedestrians in the area. FDOT standard mast arm structures will be specified in the plans. The signalization design shall include structural design of standard mast arm foundations. Special mast arm foundation designs which are not anticipated will require additional services. The plans will reference the applicable FDOT Standard Specifications for Road and Bridge Construction, and all applicable County Technical Specifications. **ATKINS** will provide additional technical specifications, if needed.

### TASK 2 - DRAINAGE DESIGN

**Drainage Design - ATKINS** will design the proposed drainage system for the roadway improvements within the project limits. The project should be designed to simply convey the stormwater to existing outfalls avoiding existing wetlands. In order to keep improvements within the existing right-of-way, drainage structures and curbing may be added along Sunset Avenue.

### TASK 3 - UTILITY COORDINATION

**ATKINS** shall review existing utilities within the project limits and determine if there are any potential impacts. Coordination will be made with utilities agencies based on impacts, concerns, or potential construction conflicts to obtain as-built information and "marked plans" from each utility company.

Once preliminary locations of proposed signal poles have been developed, **ATKINS** will perform Subsurface Utility Engineering (SUE) at each location to physically expose any utilities in the general vicinity. If a conflict exists, recommendation as to a proposed more desirable location for each foundation shall be made or the utilities may require relocation. Additionally, SUE work will be performed for the project. The SUE work will be limiting amount and will only be utilized as required. CardnoTBE will perform the SUE work for the project.

**Utilities** – For each design phase, **ATKINS** shall review existing utilities within the project limits and determine if there are any potential impacts with drainage and roadway improvements. **ATKINS** shall attend utility coordination meetings to explain the proposed design and resolve potential utility conflicts.

### **TASK 4 - CONSTRUCTION PLANS**

The following design items will be incorporated as part of the projects construction plans:

**Construction Plans** – For each design phase, **ATKINS** will prepare four sets of 11" x 17" construction plans for the project. The payment structure will be based on the FDOT Basis of Estimates Manual. The plans will be designed using the FDOT Standard Specifications for Road and Bridge Construction and any additional County specifications. Sheets within the plans package will include Key Sheets, Tabulation of Quantities, General Notes/Pay Item Notes, Roadway Typical Sections, Plan-Profile, Drainage Structures, Roadway Cross Sections, Geotechnical Sheets, Subsurface Utility Sheets, Maintenance of Traffic, Signing and Marking, Signalization, Mast Arm Pole Schedule, Guide Sign Worksheet, and Special Details. **ATKINS** shall prepare 11" x 17" construction plans for the project. The construction plans shall be submitted in four phases – 30%, 60%, 90%, and Final. Submittals shall include hard copies of the plans as well as electronic files and pertinent design calculations on a CD. A construction cost estimate will be prepared

with the 60%, 90% and final plans submittal. A review meeting with Escambia County shall be held after each submittal to discuss the construction plans and cost estimate.

**Signing and Pavement Markings** – For each design phase, **ATKINS** will prepare Signing and Pavement Markings that reflect the proposed improvements to area. This task will include field reviews of existing signage, removal conflicting signs, and preparation of signing and pavement marking plans.

### TASK 5 - FDOT PERMITTING / WETLAND DELINEATION

- 1. **ATKINS** shall prepare and submit to the County for review and signature and make application for the appropriate FDOT Permits. Responses to all comments and re-submittals shall be made, as required to coordinate obtaining the Permit.
- 2. **ATKINS** shall coordinate with NWFWMD regarding the stormwater permitting for the project. It is anticipated that the project will quality for an exemption, however, in order to qualify for the exemption, the applicant must meet the exemption criteria for Statewide Environmental Resource Permitting (SWERP). If SWERP permits are required, they have been included as Optional Services. If required, any permit fees will be paid for by **ATKINS**. In addition, **ATKINS** shall attend a pre-application meeting with the NWFWMD.

### **TASK 6 - BIDDING**

1. **ATKINS** will coordinate with Purchasing and Engineering regarding provisions of the contract documents including a bid tabulation sheet for bid purchases to assure that the contract front end documents are the latest and complete. **ATKINS** will attend one (1) pre-bid meeting during this phase. A meeting duration of two (2) hours has been anticipated in the proposal. Additionally, **ATKINS** will respond to contractor initiated requests for information during the bidding phase. These requests and responses will be coordinated through County Engineering and any necessary Addenda will be coordinated with Purchasing. **ATKINS** will attend the bid opening. This task also includes bid tabulations, bid reviews and recommendation of award, as required.

### TASK 7 - LIMITED CONSTRUCTION ADMINISTRATION & OBSERVATION

- 1. **ATKINS** will prepare for and attend the Pre-Construction meeting.
- 2. Shop Drawing Review **ATKINS** shall review and approve shop drawings for conformance with design concepts and information provided in technical specifications.

### TASK 8 - CONSTRUCTION INSPECTION (OPTIONAL SERVICES)

- 1. RFI/Change Orders During construction, **ATKINS** shall provide assistance with responses to contractor requests for information (RFI) and the review of change order requests.
- 2. FDOT Required Drilled Shaft Inspection (Optional) **ATKINS** will provide certified drilled shaft inspectors for the mast arm installations.

- 3. Limited Construction Administration (Optional) **ATKINS** will provide limited Construction Monitoring during construction (estimated at five (5) months). Estimated by visiting the site one (1) time per week for two (2) hours for five (5) months. Also included attendance at one (1) monthly progress meeting per month throughout the duration of construction which is estimated at five (5) months.
- 4. Record Drawings (Optional) **ATKINS** shall generate record drawings from Contractor mark-ups for delivery to the County. **ATKINS** shall provide all as-built certifications as necessary for the permitting agencies after construction is complete. The actual as-built survey will be provided by the Contractor and not the Engineer. As-built surveys are not included in the enclosed fees.
- 5. Stormwater Pollution Prevention Plan (SWPPP) (Optional) **ATKINS** shall conduct on-site SWPPP inspections by a certified inspector to monitor compliance with the approved permit requirements. The inspector shall attend the pre-construction meeting with the contractor to provide information about the specific requirements for compliance and to clarify the objectives of the erosion and sediment control measures for the project.
- 6. Construction Engineering and Inspection (CEI) (Optional) **ATKINS** shall provide inspection services for all the improvements included in the final construction documents for the turn lane and signalization plans prepared by **ATKINS** to document the contractor's progress and incorporation of materials into the project in accordance with the contract documents. Quantities will be tracked and recommendations will be provided for periodic progress payments. **ATKINS** shall monitor the contractor schedule and coordinate inspection effort accordingly.

## TASK 9 – STORMWATER PERMITTING (OPTIONAL SERVICES)

1. If SWERP permits are required, **ATKINS** shall coordinate with NWFWMD regarding treatment requirements for the project and modify the stormwater design accordingly. **ATKINS** shall attend pre-application meeting with the NWFWMD and prepare the application for submittal. **ATKINS** will pay permit fees associated with this Optional Service.

### TASK 10 - WETLAND PERMITTING (OPTIONAL SERVICES)

1. Statewide Environmental Resource Permit (SWERP) (Optional) - **ATKINS** will prepare and submit an Environmental Resource Permit Application to Northwest Florida Water Management District (NWFWMD) and United States Army Corps of Engineers (USACE) if the proposed roadway improvements require wetland permitting for the project. **ATKINS** will respond to all environmental permitting comments during the permitting process. Mitigation design if required due to wetland impacts will also be an optional service not included in this scope of services. **ATKINS** will pay permit fees associated with this Optional Service.

## TASK 11 - RIGHT-OF-WAY MAPPING/BOUNDARY SURVEY (OPTIONAL SERVICES)

1. Atkins will establish existing right-of-way corners and provide boundary survey or legal descriptions with sketches for any limits of construction requiring easements or right-of-way acquisition. This scope assumes that if right-of-way acquisition is required, acquisition services will be provided by others.

### ADDITIONAL SERVICES

**ATKINS** will perform additional services not included in this scope and changes not depicted in the final approved intersection feasibility study approved by FDOT/County, only upon authorization by the COUNTY. If additional services are requested, an additional scope will provided to the COUNTY for approval. Additional services may include, but are not limited to the following:

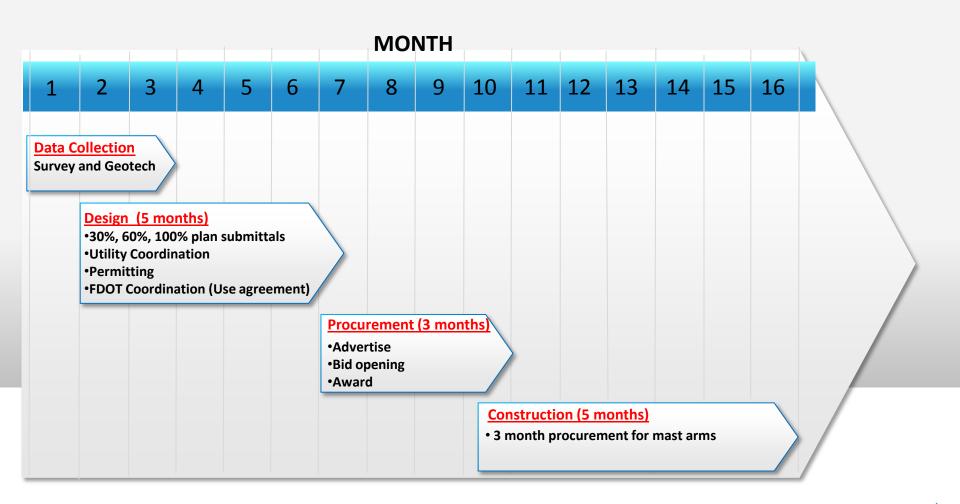
- 1. Special structural design for mast arm foundations due to poor soil conditions or other unforeseen condition.
- 2. As-built surveys for the project if not provided by the Contractor as required in the construction plans.
- 3. Making revisions to drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to circumstances beyond the control of the Consultant.
- 4. Providing services of professional consultants (real estate acquisition agents, environmental professionals for unknown contamination assessments, etc.) other than as is specifically provided for under this scope of services.
- 5. Preparing supporting data and other services in connection with agency approvals if extensive studies and/or analysis are required beyond that which is incidental to this scope of services.
- 6. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
- 7. Providing extensive assistance or preparation of additional documentation required for legal transactions, including sale of property or preparation of lease agreements.

## **CLIENT RESPONSIBILITIES**

- 1. Designate in writing a person to act as the Escambia County representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and make decisions.
- 2. The County shall pay all filing and permit fees not identified in this Scope to be paid by Atkins.

# Gulf Beach Highway, Patton & Sunset Intersection Signalization

16 Month Schedule From Notice to Proceed



# CR 292A - SUNSET AVE BAYOU GRANDE BRIDGE REPLACEMENT PROJECT

- •Bridge #480096
- Project lets March 2015
- Construction Anticpated July/August 2015

# **Gulf Beach Highway / Patton Drive / Sunset Avenue Intersection**

Engineering Fee Estimation Prepared for Escambia County

# **ATKINS**

Task	Activity Fee Estimate
Company (Pitters on Olone)	<b>\$40.005.00</b>
Survey (Pittman Glaze)	\$10,225.00
Engineering	
1.0 Roadway Design (Includes Data Collection)	\$48,805.30
2.0 Drainage Design	\$5,666.99
3.0 Utility Coordination	\$3,689.78
4.0 Construction Plans	\$38,362.18
Geotechnical Exploration (FUGRO)	\$6,010.00
Subsurface Utility Engineering (CardnoTBE)	\$9,000.00
Subtota	\$111,534.25
5.0 FDOT Permitting / Wetland Delineation	\$9,724.97
Subtota	\$9,724.97
6.0 Bidding	\$2,191.48
Subtota	\$2,191.48
	<b>A</b> 2 2 2 2 4
7.0 Limited Construction Administration	\$2,378.71
Subtot	\$2,378.71
Subtotal Basic Services (Lump Sun	\$136,054.42
Subtotal Basic Services (Eurilp Suri	1) \$130,034.42
Optional Services	+
8.0 Construction Engineering Inspection (CEI) (Optional)	\$41,780.07
9.0 Stormwater Permitting	\$6,950.42
10.0 Wetland Permitting	\$7,397.93
11.0 Right-of-Way Mapping / Boundary Survey	\$2,500.00
Permit Fees	\$1,000.00
Subtota	
Tota	\$195,682.83

# Exhibit "C"

# GULF BEACH HIGHWAY / PATTON DRIVE / SUNSET DRIVE INTERSECTION FINAL DESIGN ENGINEERING FEE ESTIMATE SUMMARY FEE SHEET

	Projec	Manager	Sr. En	gineer	Project	Engineer	Sr. I	)esigner	Sr. Env. Sc	ientist	Adı	Adminitrative			
ACTIVITY	Rate/Hr.	\$65.22	Rate/Hr.	\$44.00	Rate/Hr.	\$38.00	Rate/Hr.	\$33.50	Rate/Hr.	\$35.55	Rate/Hr.	\$23.00		TOTAL	
Scope	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MH BY	SALARY COST	AVG. HRLY.
Task	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	ACTIVITY	BY ACTIVITY	RATE
1 Roadway & Signal Design	68	\$4,434.96	84	\$3,696.00	219	\$8,322.00	42	\$1,407.00	0	\$0.00	8	\$184.00	421	\$18,043.96	\$42.86
2 Drainage Design	3	\$195.66	10	\$440.00	34	\$1,292.00	5	\$167.50	0	\$0.00	0	\$0.00	52	\$2,095.16	\$40.29
3 Utiliy Coordination	3	\$195.66	7	\$308.00	20	\$760.00	3	\$100.50	0	\$0.00	0	\$0.00	33	\$1,364.16	\$41.34
														\$0.00	
4 Construction Plans	50	\$3,261.00	83	\$3,652.00	143	\$5,434.00	50	\$1,675.00	0	\$0.00	7	\$161.00	333	\$14,183.00	\$42.59
	_	******	40	****		******		0004.50		****	_	***	0.1	20 505 45	000 54
5 FDOT Permitting / Wetland Delineation	5	\$326.10	18	\$792.00	32	\$1,216.00	9	\$301.50	27	\$959.85	0	\$0.00	91	\$3,595.45	\$39.51
		****		*****	40	A 450 00		****		***	_			****	***
6 Bidding	1	\$65.22	4	\$176.00	12	\$456.00	2	\$67.00	0	\$0.00	2	\$46.00	21	\$810.22	\$38.58
	2	\$130.44	6	\$264.00	11	\$418.00	2	\$67.00	0	\$0.00	0	\$0.00	21	\$879.44	\$41.88
7 Limited Construction Administration & Observation	2	\$130.44	ь	\$264.00	11	\$418.00	2	\$67.00	U	\$0.00	U	\$0.00	21	\$879.44	\$41.88
TOTALS	132		212		471		113		27		17		972	\$40,971.39	\$42.15
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES	132		212			NTRACT FEE C		ie.	21		17		312	\$40,571.35	\$42.13
Task					TOTAL COI	TRACTIFEE	OWIFUTATIO	40						1	
		640.005.00			TOTAL 40	TIV // T.V. O.A.I. A.D.V.	, 000T0						£40.074.00		
1 Roadway & Signal Design		\$48,805.30				TIVITY SALARY							\$40,971.39	-	
2 Drainage Design		\$5,666.99				EAD ADDITIVE					450.050/		\$04.00 <b>7.</b> 00		
3 Utility Coordination		\$3,689.78			(1) AD	MIN.& GENERA		EDITE AD			158.25%		\$64,837.22	4	
4 Construction Plans		\$38,362.18			(B) 111MB (	SUBTOTAL (S					40.000/		\$105,808.61	4	
5 FDOT Permitting / Wetland Delineation 6 Bidding		\$9,724.97 \$2,191.48			(B) LUMP S	SUM FOR OPER SUBTOTAL (S					12.00%		\$4,916.57 \$110,725.18	1	
7 Limited Construction Administration & Observation		\$2,378.71			(C) DIRECT	SUBTOTAL (S REIMBURSAE					0.00%		\$110,725.18	1	
Geotechnical Engineering & Testing		\$6,010.00			1 ' '	s Capitol Cost o					0.230%		\$94.23	1	
Surveying (Pittman Glaze)		\$10,225.00			(D) I acilitie	s Capitoi Cost o	i woney (i .c.	5.IVI.)			0.23078		ψ54.23	1	
Subsurface Utility Engineering (CardnoTBE)		\$9,000.00				STIDTOTAL (C	OCT ELEMEI	ITS ADDI IED TO	BASIC ACTIVITIES)				\$110,819.42	1	
Substitute office Engineering (Cardio IBE)		φ9,000.00			(E) Expense		JOST ELLINE	NIS AFFEIED TO	BASIC ACTIVITIES)				\$0.00	1	
						NSULTANTS							\$0.00	1	
					(1) 00000	MODEIANIO					Survey (PGA)		\$10,225.00	1	
										Geotechnical Te			\$6,010.00	1	
											(Cardno TBE)		\$9,000.00	1	
											,			1	
											SUBTOTAL		\$136,054.42	1	
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										TOTAL LU	MP SUM FEE		\$136,054.42		_
															11/3/20
TOTALS		\$136,054.42											04:25 PM		04-Mar-

 $T. \\ \label{thm:logif} Talting the archHighway Sunset Patton Design \ Rev ISEDSCOPEFEEFINAL SUBMITTAL \ [GulfBeach Patton Design \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINAL Rev 3-4-14. \\ xis] DOLLARS IN \ Manhours (with cost) FINA$ 

Activity: Roadway Design

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Contract Maintenance	LS	1	12	12		Maintain files (in house)
2.0	Pavement Design Package	LS	1	0	0		Provided by County
3.0	Public Meeting Preparation and Attendance	LS	1	38	38		preparation of materials, coordination and attendance
4.0	Horizontal /Vertical Master Design Files	LS	1	24	24		On State Roadway
5.0	Cross Section Design Files	LS	1	24	24		Includes side street work
6.0	Traffic Control Analysis	LS	1	24	24		
7.0	Master TCP Design Files	LS	1	8	8		
8.0	Signing & Pavement Markings Design	LS	1	16	16		
9.0	Design Variations and Exceptions	LS	1	0	0		none anticipated
9.0	Signalization Analysis	LS	1	99	99		
10.0	Mast Arm Structural Design	EA	4	24	96		
12.0	Design Report	LS	1	14	14		Basic report documenting recommendations, design standards and decisions.
13.0	Quantities	LS	1	12	12		
14.0	Cost Estimate	LS	2	4	8		90% and Final
15.0	Technical Special Provisions	LS	1	0	0		
16.0	Other Roadway Analysis	LS	1	0	0		
17.0	Roadway Analysis Technical Subtotal				375		
18.0	Field Reviews	EA	4	4	16		2 people X 4 field reviews X 2 hrs each
19.0	Technical Meetings	LS	2	4	8		County & FDOT
20.0	Quality Assurance/Quality Control	LS	1	4%	15		
21.0	Independent Peer Review	LS	1	0%	0		
22.0	Supervision	LS	1	1%	4	·	
23.0	Coordination	LS	1	1%	4		
	Totals	•			422		

Activity: Drainage Design

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Delineate Drainage Basins	EA	0	0	0		
2.0	Design of Cross Drains	EA	1	6	6		
3.0	Design of Roadway Ditches	Per Ditch Mile	1	12	12		Review/revise existing drainage as necessary due to widening
4.0	Design of Outfalls	EA	1	4	4	4 to 20	Evaluate to minimize erosion and spread on Gulf Beach Highway
5.0	Design of Stormwater Management Facility (Ponds)	EA	1	0	0	10 to 60	Assumes conveyance in ditch system to existing outfall.
6.0	Design of Storm Drains	EA	4	2	8	2 to 3	Estimating 4 structures for installation on Sunset to avoid r/w if curb is installed
7.0	Drainage Documentation Report & Permitting	LS	1	18	18	16 to 80	Includes certification that project is exempt from stormwater permitting
8.0	Cost Estimate	LS	1	0	0	4 to 16	Included in Roadway Section
9.0	Field Reviews	LS	0	0	0		Included in Roadway Section
10.0	Technical Meetings	LS	0	0	0		
11.0	Quality Assurance/Quality Control	LS	6%	30	2		
12.0	Independent Peer Review	LS	0%	30	0		
13.0	Supervision	LS	2%	30	1		
14.0	Coordination	LS	2%	33	1		
	Totals				52		

Activity: Utility Coordination

	Activity: Utility Coordination					,	
Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Kickoff Meetings	LS			0		
2.0	Identify Existing UAOs	LS		0	0	1 to 3 hr per utility	
3.0	Make Utility Contacts	LS		0	0	1 hr per utility	
4.0	Exception Coordination	LS		0.5	0		
5.0	Preliminary Utility Meeting	LS		1	0		
6.0	Individual / Field Meetings	LS	1	8	8		
7.0	Collect and Review Plans and Data from UAOs	LS	1	4	4	1 hr per utility	
8.0	Subordition of Easements Coordination	LS					
9.0	Utility design Meeting	LS	1	4	4		2 people x 2 hrs
10.0	Review Utility Markups, Work Schedules, Processing of Schedules and Agreements	LS	1	6	6		
11.0	Utility Coordination / Follow up	LS	1	10	10		
12.0	Utility Constructability Review	LS	1	2	2		
13.0	Additional Utility Services	LS					
14.0	Processing Utility Work by Highway Contractor	LS					
15.0	Certification / Close-out	LS	0	0.5	0	1 to 6 hr per utility	
16.0	Other Utilites	LS	1	0	0		
	Totals				34		

Activity: Construction Plans

	Activity: Construction Plans			1	1		
Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Key Sheet	Sheet	1	4	4	6 to 16	Standard County Sheet (Get electronic copy from County)
2.0	Summary of Pay Items-including Quantity Input	Sheet	1	0	0	12 to 24	
3.0	Drainage Map	Sheet	1	0	0	16 to 48	
4.0	Typical Section Sheets	Sheet	1	12	12	12 to 24	2 typicals on Gulf Beach, 1 on Sunset
5.0	General Notes/Pay Item notes	Sheet	1	12	12	8 ot 24	This sheet will also include Pay items and quantitiees
6.0	Summary of Quantities	Sheet	0	0	0	16 to 32	
7.0	Summary of Drainage Structures	Sheet	0	0	0	16 to 32	
8.0	Project Layout	Sheet	1	6	6	6 to 12	
9.0	Plan/Profile Sheet	Sheet	5	5	25	2 to 6	Assume 500' per sheet, 1300' on Gulf Beach, 300' on Sunset, 150' on Patton
10.0	Drainage Structure Sheet (per Structure)	EA	4	2	8	1 to 4	
11.0	Miscellaneous Detail Sheets	Sheet	1	10	10		
12.0	Lateral Ditch Plan/Profile	Sheet					
13.0	Miscellaneous Drainage Detail Sheets	Sheet	1	8	8		Headwall details, miscellaneous spilway for swale details, etc.
14.0	Retention/Detention Ponds Detail Sheet	Sheet	0	0	0	12 to 48	Drainage at railroad.
15.0	Retention Pond Cross Sections	EA	0	0	0	0.25 to 0.50	Assume any drainage system will be swales which will be included in cross sections
16.0	Roadway Cross Sections	EA	88	0.4	35		1750/20 per section = 88 Xsections
17.0	Roadway Soil Survey Sheet	Sheet		0	0		
18.0	Traffic Control Plan Sheets	Sheet	4	6	24	6 to 12	Includes 1 note sheet & 1 typical detail sheet. 2 major phases
19.0	Traffic Control Cross Section Sheets	EA		0	0		
20.0	Traffic Control Detail Sheets	Sheet		0	0	0	
21.0	Utility Adjustment Sheets	Sheet		0	0	3 to 5	
22.0	Signing & Pavement Markings Plan	Sheet	6	3	18		
23.0	Signalization Plans	Sheet	9	14	126		
24.0	Selective Clearing and Grubbing	Sheet		0	0	0	
25.0	Erosion Control Plan	Sheet	5	3	15	3	
26.0	SWPPP	Sheet	2	3	6	2 to 6	SWPPP notes 2 sheet
27.0	Utility Verification Sheet (SUE data)	Sheet	2	4	8	4	
	Construction Plans Technical Subtotal				317		
28.0	Quality Assurance/Quality Control	LS	317	4%	13	İ	
29.0	Supervision	LS	317	1%	3		
	Totals				333		

Activity: FDOT Permitting / Wetland Delineation

	Activity: FDOT Permitting / Wetland Delineation		ſ				
Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1	Preliminary Project Research	LS		0	0		
8.2	Complete Permit Involvement Form	LS	1	0	8		
8.3	Establish Wetland Jurisdictional Lines	LS	1	18	18		
8.4	Agency Verification of Wetland Data	LS	1	8	8		
8.5	Complete And Submit All Required Permit Applications	LS	1	38	38		FDOT coordination and application preparation. No wetland permit anticipated
8.6	Prepare Dredge and Fill Sketches	LS	1	0	0		0
8.7	Prepare USCG Permit Sketches	LS		0	0		
8.8	Prepare Easement Sketches	LS		0	0		
8.9	Prepare R/W Occupancy Sketches	LS		0	0		
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS		0	0		
8.11	Prepare Tree Permit Information	LS		0	0		
8.12	Mitigation Coordination and Meetings	LS		0	0		
8.13	Mitigation Design	LS		0	0		
8.14	Environmental Clearances	LS		0	0		
8.15	Other Environmental	LS		0	0		
	FDOT Permitting / Wetland Delineation Technical	Subtotal			72		
	Technical Meetings	LS	1	12	12		Meeting with NWFWMD/USACE and 1 meetings with FDOT permit staff.
	Quality Assurance/Quality Control	LS		5%	4		
8.18	Supervision	LS		2%	1		
	FDOT Permitting / Wetland Delineation Nontechnica				17		
8.19	Coordination	LS		2%	2		
				Total	91		

Activity: Bidding

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Coordinate with County on Contract Document	LS	1	6	6		
2.0	Pre-Bid Meeting/Bid Review	LS	2	2.5	5		
3.0	Reply to Pre-Bid RFI's/Plans Revisions	LS	1	10	10		
	Totals				21		

#### Activity: Limited Construction Administration & Observation

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Contract Maintenance	LS	1	0	0		
2.0	Plans Review	LS	1	0	0		
	Attend Pre-Construction Conference, Address RFI's and Conduct Shop Drawing Reviews.	LS	1	20	20		
4.0	Limited Construction Monitoring (2 hrs per week for 5 months)	LS	1	0	0		
5.0	Construction Inspection for major construction task and testing	LS	1	0	0		
6.0	Coordination	LS	%	5%	1		
	Totals				21		



# **Providing Professional Surveying Services Since 1976**Licensed in Florida and Alabama

February 24, 2014

Greg Allen
Atkins
2114 Airport Blvd, Ste 1450
Pensacola, FL 32504

Ref: Gulf Beach & Patton

Dear Mr. Allen:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

### Scope of Work

Establish R/W of Gulf Beach Highway, Patton Drive, and Sunset Avenue - topo R/W to R/W - SPC 83/90, NAVD 88 - 400' on Sunset, 1400' on Gulf Beach Hwy, 300' on Patton Dr - 2100+/- linear feet

<u>Field Work</u>	<u>Hours</u>	<u>Cost</u>
1. Horizontal Control	12 hrs.	
2. GPS	4 hrs.	
3. Vertical Control (NAVD 88)	2 hrs.	
4. Locate improvements/utilities	8 hrs.	
5. Topo shots (50' grid)	24 hrs.	
6. Maintenance of traffic	6 hrs.	
7. Locate wetlands	4 hrs.	
8. Locate soil borings	<u> 2 hrs.</u>	
Total Field Crew	62 hrs.	\$8,060.00
Office Work	<u>Hours</u>	<u>Cost</u>
1. Drafting/calculations/research	23 hrs.	\$1,365.00
2. Professional Land Surveyor/Supervision	10 hrs.	\$900.00
Grand Total		\$10,225.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and return.

Signature and Date

\*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

# **FUGRO CONSULTANTS, INC.**



1300 West Main Street Pensacola, Florida 32502 Tel: (850) 433-9441 Fax: (850) 433-9771 www.fugroconsultants.com

February 21, 2014 Proposal No. 04.83131027

Mr. Greg Allen, PE Associate Vice President, Group Manager Atkins 2114 Airport Blvd., Suite 1450 Pensacola, Florida 32504

Subject: Gulf Beach Highway Improvements – Sunset Avenue & Patton Drive.

Escambia County, Florida

Dear Mr. Allen:

Fugro Consultants, Inc. (Fugro) is pleased to submit this proposal to perform the Geotechnical exploration for the proposed improvements to Gulf Beach Highway at the intersections of Sunset Avenue and Patton Drive. Included in this proposal are our understanding of the project, the proposed Scope of Services, the schedule and cost for our services, and the General Conditions proposed.

### **Project Description**

Based on the information provided, we understand that turn lanes and signalization will be installed on Gulf Beach Highway at the intersections of West Sunset Avenue and Patton Drive. Gulf Beach Highway will be widened to the north over a distance of approximately 1200 feet to construct turn lanes. West Sunset Avenue will be widened to the east over a distance of approximately 275 feet to construct a turn lane.

Signalization will be installed at the two intersections noted above. At this time, it is not known how many mast arms will be constructed at each intersection. For the purposes of this proposal, we have assumed that two to three mast arms will be constructed at each intersection, and that the soil conditions are not likely to vary significantly at each intersection.

### Scope of Work

Based on our understanding of the above project information, we recommend drilling six 5 foot deep auger borings in the roadway widening areas and two 25 foot deep Standard Penetration Test borings at each intersection (four total) to evaluate the subsurface conditions present. We have assumed that relatively similar subsurface conditions will be encountered at each intersection. If extremely variable conditions are encountered in the mast arm borings, then additional borings (one at each mast arm foundation location) will be required per the Soils and Foundation Manual.

We have assumed that the boring locations are or will be readily accessible with our truck mounted drill rig. If this is not the case after the borings have been field located, we will notify you to discuss alternatives to access the boring locations.

Laboratory soil testing will be required to aid in soil classification and to evaluate and document general material properties (e.g. moisture sensitivity, compactability, etc.). Our cost estimate includes an allowance for several natural water content and grainsize tests. In addition, Limerock Bearing Ratio (LBR) tests will be required for pavement design, and we have included an allowance for two such tests. More extensive laboratory soil testing, if necessary based on the subsurface conditions encountered, will not be performed without prior authorization.

Following the completion of the field and lab testing, we will render a soils report which will include:

- Our understanding of the project information pertinent to the Geotechnical exploration.
- A summary of the activities performed during the study.
- Site or other Geotechnical conditions observed at the time of the study, and the impact(s) they could have on the proposed development.
- The soil and groundwater conditions encountered in the test borings.
- A summary of the laboratory soil test results.
- Site preparation recommendations including demucking requirements (if applicable), soil improvement requirements for unstable soils (as needed), control of groundwater during construction, and placement and compaction requirements for structural fill material.
- Pavement design recommendations including subgrade improvement and compaction requirements, subgrade stabilization requirements if required, and base material recommendations based on the soil and groundwater conditions encountered in the borings.

### **Schedule and Cost Estimate**

Based on our current workload, we estimate being able to mobilize to the site within 5 working days of receiving the written notice to proceed. The field work is estimated to require 2 working days, the lab testing 7 days. As the information becomes available, we can provide preliminary design information, if desired. The written report should be available within 18 working days of receiving the written notice to proceed.

The cost for the above Scope of Services will be \$6,010 as shown below:

Field Testing Services	\$2,520
Laboratory Testing Services	\$1,300
Engineering Services	\$2,190

### **Authorization**

To authorize Fugro to provide these services, please sign where indicated, and return a copy of the executed proposal to us. Please note that the attached General Conditions are considered an integral part of our agreement. Your acceptance of this proposal indicates your understanding and acceptance of these conditions.

Fugro appreciates the opportunity to provide you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please feel free to call.

Sincerely,

**FUGRO CONSULTANTS, INC.** 

Mitchell L. Smith, PE

Sr. Geotechnical Engineer/Operations Manager

Attachment: Schedule 40.01 (Rev. Nov. 2010) – General Conditions for Technical Services

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention
Phone Number	Phone Number
Email Address	Email Address

Via Email: gregory.allen@atkinsglobal.com

February 26, 2014

Gregory S. Allen, P.E. Associate Vice President, Group Manager **ATKINS** 2114 Airport Boulevard, Suite 1450 Pensacola, FL 32504

RE: Scope & Fee Proposal for Subsurface Utility Engineering -**Gulf Beach Highway Intersection Project** 

Dear Mr. Allen:

Cardno is pleased to provide you with this Scope and Fee Proposal for Subsurface Utility Engineering (SUE) services in correlation to the Gulf Beach Highway Intersection project.

- Provide Subsurface Utility Engineering at potential conflict locations identified by Atkins along Gulf Beach Highway. The limiting amount fee is for vacuum excavation and involves 3 days of field effort and/or approximately 20 test holes for \$9,000. The work will be completed at about the 60% design stage for new traffic signals and widening of pavement.
- Staking of proposed mast arms will be provided by others.
- Survey of the SUE results will be provided by others.

Total Limiting Amount = \$9,000

We look forward to working with you on this very important project. Should you have any guestions or require additional information, please do not hesitate to contact us.

Sincerely yours,

James R. Allen, P.E. Assistant Vice President

For Cardno

JRA/kw

Cc: File

# Exhibit "C"

# GULF BEACH HIGHWAY / PATTON DRIVE / SUNSET DRIVE INTERSECTION FINAL DESIGN ENGINEERING FEE ESTIMATE SUMMARY FEE SHEET OPTIONAL SERVICES

		Proje	ct Manager	Drilled Sha	aft Inspector	Senio	r Inspector	Sr. E	ngineer	Project En	gineer	Sr. Er	nv. Scientist			
	ACTIVITY DESCRIPTION	Rate/Hr.	\$65.22	Rate/Hr.	\$30.00	Rate/Hr.	\$24.00	Rate/Hr.	\$44.00	Rate/Hr.	\$38.00	Rate/Hr.	\$35.55		TOTAL	
Scope		MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MAN	Cost by	MH BY	SALARY COST	AVG. HRLY.
Task		HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	HRS.	Pos & Act	ACTIVITY	BY ACTIVITY	RATE
8	Construction Engineering Inspection (Optional)	12	\$782.64	36	\$1,080.00	566	\$13,584.00	0	\$0.00	0	\$0.00	0	\$0.00	614	\$15,446.64	\$25.16
9	Stormwater Permitting (Optional)	3	\$195.66	0	\$0.00	0	\$0.00	22	\$968.00	37	\$1,406.00	0	\$0.00	62	\$2,569.66	\$41.45
10	Wetland Permitting (Optional)	3	\$195.66	0	\$0.00	0	\$0.00	4	\$176.00	7	\$266.00	59	\$2,097.45	73	\$2,735.11	\$37.47
	TOTALS	6		0		0		26		44		59		135	\$20,751.41	\$153.71
DISTRI	BUTION OF COST ELEMENTS TO BASIC ACTIVITIES					TOTAL C	ONTRACT FE	E COMPUTAT	IONS							
						TOTAL A	CTIVITY SALA	RY COSTS						\$20,751.41		
						(A) OVE	RHEAD ADDIT	IVES:								
						(1)	ADMIN.& GEN					158.25%	<u>.</u>	\$32,839.11	-	
Scope								SALARY + OV						\$53,590.52		
Task						(B) LUMF	P SUM FOR OF					12.00%	<u>.</u>	\$2,490.17		
8	Construction Engineering Inspection (CEI) (Optional)		\$41,780.07					SALARY RELA						\$56,080.69	1	
9	Stormwater Permitting (Optional)		\$6,950.42				CT REIMBURS	,				0.00%		\$0.00	1	
10	Wetland Permitting (Optional)		\$7,397.93			(D) Facili	ties Capitol Co	st of Money (F.	C.C.M.)			0.230%	<u>-</u>	\$47.73	-	
11	Right-of-Way Mapping / Boundary Survey (Optional)		\$2,500.00				CURTOTAL (	OOOT ELEME	UTO ADDI IED TO	DAGIO ACTIVITIES				650 400 44	1	
	Permit Fees (Limiting Amount) (Optional)		\$1,000.00			(F) Even	SUBTUTAL (I nses (Permit Fe			BASIC ACTIVITIES)			,	\$56,128.41 \$1,000.00	1	
							CONSULTANT		nount)					\$1,000.00		
						(1) 300	CONSOLIANI	3		OPTIONAL	MAPPING (Pitti	man Glazo)		\$2,500.00	1	
										OI HORAE		man Olaze,	'	\$0.00	1	
													•	\$0.00	1	
															1	
												SUBTOTAL		\$59,628.41		
														, ,		
													•	\$0.00		
															1	
											TOTAL LUM	P SUM FEE		\$59,628.41		_
																11/3/20
	TOTALS		\$59,628.41											04:25 PM		04-Mar-1

Activity: Construction Inspection (Optional Services)

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1.0	Limited Construction Administration (2 hrs per week for 5 months)	LS	1	40	40		
2.0	As-Built Reviews	LS	1	22	22		
3.0	Drilled Shaft Inspection	LS	4	10	40		Shaft per day - Present during entire duration of shaft installation
4.0	SWPPP Inspection	LS	1	100	100		Assumes 8 hrs per week * 12 week contractor + 4 hours for preconstruction conf.
5.0	Construction Inspection for major construction task and testing	LS	1	400	400		Assumes 4 hrs/day x 5 months
6.0	Coordination	LS	%	2%	12		
	Totals				614		

Activity: Stormwater Permitting (Optional)

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1	Preliminary Project Research	LS		0	0		
8.2	Complete Permit Involvement Form	LS	1	0	0		
8.3	Establish Wetland Jurisdictional Lines	LS	1	0	0		
8.4	Agency Verification of Wetland Data	LS	1	0	0		
8.5	Complete And Submit All Required Permit Applications	LS	1	40	48		FDOT Coordination and application preparation. No wetland permit anticipated
8.6	Prepare Dredge and Fill Sketches	LS		0	0		
8.7	Prepare USCG Permit Sketches	LS		0	0		
8.8	Prepare Easement Sketches	LS		0	0		
8.9	Prepare R/W Occupancy Sketches	LS		0	0		
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS		0	0		
8.11	Prepare Tree Permit Information	LS		0	0		
8.12	Mitigation Coordination and Meetings	LS		0	0		
8.13	Mitigation Design	LS		0	0		
8.14	Environmental Clearances	LS		0	0		
8.15	Other Environmental	LS		0	0		
	Stormwater Permitting (Optional) Technical Sul	ototal			48		
	Technical Meetings	LS	1	10	10		Meeting with NWFWMD and 1 meetings with FDOT permit staff.
8.17	Quality Assurance/Quality Control	LS		5%	2		
	Supervision	LS		2%	1		
	Stormwater Permitting (Optional) Nontechnical St	ubTotal			13		
8.19	Coordination	LS		2%	1		
				Total	62		

**Activity: Wetland Permitting (Optional)** 

	Activity: Wetland Permitting (Optional)		ı		ı	ı	
Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Range	Comments
1	Preliminary Project Research	LS		0	0		
8.2	Complete Permit Involvement Form	LS	1	0	8		
8.3	Establish Wetland Jurisdictional Lines	LS	1	0	0		
8.4	Agency Verification of Wetland Data	LS	1	0	0		
8.5	Complete And Submit All Required Permit Applications	LS	1	40	40		Complete wetland permit application
8.6	Prepare Dredge and Fill Sketches	LS	1	8	8		Complete required sketches.
8.7	Prepare USCG Permit Sketches	LS		0	0		
8.8	Prepare Easement Sketches	LS		0	0		
8.9	Prepare R/W Occupancy Sketches	LS		0	0		
8.10	Prepare Coastal Construction Control Line (CCCL) Permit Sketches	LS		0	0		
8.11	Prepare Tree Permit Information	LS		0	0		
8.12	Mitigation Coordination and Meetings	LS		0	0		
8.13	Mitigation Design	LS		0	0		
8.14	Environmental Clearances	LS		0	0		
8.15	Other Environmental	LS		0	0		
	Wetland Permitting (Optional) Technical Subto		•		56		
8.16	Technical Meetings	LS	1	12	12		Preapplication meeting with NWFWMD and 2 meetings with FDOT permit staff
8.17	Quality Assurance/Quality Control	LS		5%	3		
8.18	Supervision	LS		2%	1		
	Wetland Permitting (Optional) Nontechnical Sub				16		
8.19	Coordination	LS		2%	1		
		<u></u>		Total	73		



# **Providing Professional Surveying Services Since 1976**Licensed in Florida and Alabama

February 26, 2014

Greg Allen Atkins 2114 Airport Blvd, Ste 1450 Pensacola, FL 32504

Ref: Gulf Beach & Patton

Dear Mr. Allen:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

1. 10 Legal Descriptions/sketches @ \$250.00/each

Grand Total \$2,500.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

\*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

### **ESCAMBIA COUNTY FLORIDA**

## REQUEST FOR LETTERS OF INTEREST

# Design Services for Gulf Beach Highway Patton & Sunset Intersection Signalization Solicitation Identification Number PD 13-14.016

Letters of Interest Will Be Received Until: 11:59 p.m. CST, WEDNESDAY, FEBRUARY 5, 2014

Office of Purchasing, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building Post Office Box 1591 Pensacola, FL 32597-1591

Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCC

# **Board of County Commissioners**

Lumon J. May, Chairman Steven L. Barry, Vice Chairman Wilson B. Robertson Grover C. Robinson, IV Gene M. Valentino

> From: Claudia Simmons Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

### Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCPM, FCCM Purchasing Coordinator Office of Purchasing Matt Langley Bell III Building 213 Palafox Place 2<sup>nd</sup> 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 Request for Letters Of Interest Proposer's Checklist

# DESIGN SERVICES FOR GULF BEACH HIGHWAY PATTON & SUNSET INTERSECTION SIGNALIZATION Solicitation Identification Number PD 13-14.016

## **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: <a href="http://submittals.myescambia.com/">http://submittals.myescambia.com/</a>

- GSA Standard Form 330 (the following forms must be submitted in the order listed below)
  - Part II (update if already submitted)
  - o Part I
- Letter Of Interest (PDF)
- 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 <a href="http://www.sunbiz.org/search.html">http://www.sunbiz.org/search.html</a>)

<u>Note</u>: While the following forms are attached to this solicitation. They are provided as an example only. Use the forms listed on <a href="http://submittals.myescambia.com/">http://submittals.myescambia.com/</a>, General Information/Sample Forms/Required Items, they are PDF Forms.

- 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

PDF1 These forms are available as editable PDF documents from the website (links to these and other forms can be found at the end of this document).

## The Following Submittals Are Required Upon Notice Of Award:

Certificate Of Insurance

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

### I. INFORMATION PACKAGE

# DESIGN SERVICES FOR GULF BEACH HIGHWAY PATTON & SUNSET INTERSECTION SIGNALIZATION Solicitation Identification Number PD 13-14.016

# Background

FDOT intends to replace the existing Sunset Ave. bridge March 2015. In order to handle the additional traffic which will be forced to exit the Navy Point area to Gulf Beach Highway, FDOT also intended to temporarily signalize the Sunset Ave. and Gulf Beach Highway intersection.

When the County found out about this FDOT project, we wanted to piggy back onto their project to make needed improvements. The County hired Atkins in 2013 to produce a Intersection Feasibility Study for Sunset Ave and Gulf Beach Highway and also Patton Dr. and Gulf Beach Highway. This feasibility study showed there was a need for signalization at Sunset Ave. and Gulf Beach Highway and also at Patton Dr. and Gulf Beach Highway. Upon completion of this study, the County requested permission from FDOT to allow two signals, operated by one controller, to signalize these two intersections permanently to meet the needs.

FDOT conceptually approved the request, and although it was determined the best solution is to realign Patton Dr. with Sunset Ave. with one signal, the high costs of the unfunded realignment and the March 2015 bridge replacement has pushed the County forward with the signalization scenario as described above. FDOT has allowed the County to proceed with design and construction.

The future realignment has been placed on the LOST IV budget.

The study can be found on the FTP in the "Gulf Beach Highway, Sunset, and Patton" folder.

## ftp.myescambia.com

username: **escambia** password: **escambia** 

## **Purpose**

The Engineering Division of the Escambia County Public Works Department requests 100% construction plans be developed for the intersection improvements identified as "Alternative 6" in the Gulf Beach highway Intersection Feasibility Study - August 2013 by Atkins at the intersection of Gulf Beach Highway and Sunset Avenue and Gulf Beach Highway and Patton Drive. It is the intent of the County to construct interim improvements until the future Gulf Beach Highway expansion project allows for full realignment of Patton Drive and Sunset Ave. The design shall include signals

at Patton Drive and Sunset Avenue, raised traffic separator on Gulf Beach Highway for the left turn movements onto Patton Drive and Sunset Avenue, as well as the addition of appropriate turn lanes on Patton Drive and Sunset Avenue. The design will require limited widening of Gulf Beach Highway to accommodate separate turn lanes for Sunset Avenue and Patton Drive, based on a queue length analysis. It will be necessary to provide a single controller for the two signals so they act in concert and ensure optimal performance in the vicinity of the intersections. Additionally throughout design and construction, significant coordination with FDOT shall be required. During the design process, additional design features such as short stretches of raised medians and driveway closures should be discussed with FDOT/County staff prior to implementation. The design must be completed to allow for construction to be complete prior to the FDOT Sunset Bridge project letting in March 2015.

# **Description of Work Activities**

The consultants and/or its sub-consultants will perform the following activities in completing the construction plans:

### Task 1: Data collection:

- Collection of all topographic and design surveying data to establish horizontal and vertical control, locate utilities, provide geotechnical support, determine right-of-way, proposed easements, and obtain topographic points for proposed improvements.
- Provide two certified copies of the Topographical Survey meeting the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.
- Surveys shall include a minimum of two Benchmarks referenced to NAVD 1988 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.
- Survey cross-section data intervals shall not exceed 50 feet. Where
  possible, topographical data shall exceed the right-of-way or proposed
  easement area width by a minimum of 5 feet to ensure complete DTM
  coverage of right-of-way.
- Survey applicable finished floor elevations of adjoining buildings/structures within project area, as needed to design the drainage improvements.
- Road rights-of-way, existing easements, and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.
- Electronic files submitted shall be based on State Plane Coordinates, NAD 83/90, and North Florida Zone.
- Provide boundary survey or legal descriptions with sketches for any easements as may be necessary for property acquisition purposes.

# Task 2: Plan Development

- Provide a design and construction schedule that will meet the March 2015 letting schedule of FDOT's Sunset Bridge project.
- Provide 30%, 60%, 90%, and final plans for review by County and utility companies.
- Provide for all required regulatory permitting, including permit fee allowances.
- Geotechnical Engineering Services (Supplemental allowance) will be necessary for additional permit requirements and for structural design of signalization.
- Plans should be reproducible to 11"x17" (typically a 40 scale) sheet size, as well as larger 24" X 36" (20 scale) size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies.
- Provide for all regulatory permitting including permit fees.
- Submit cost estimates (preliminary at 60%, final draft at 90%, Final Pricing Bid tab Sheet at 100%).
- Other professional services as necessary to complete design and permitting.

## Task 3: Public Involvement

- Conduct public meetings with residents to receive input from the residents regarding drainage and paving issues.
- Meet with Public Works staff for input or maintenance and historical complaints.

# Task 4: Bidding Through Closeout:

- Provide construction plans, bid documents, and bidding assistance.
- Prepare all bid documents through bidding process.
- Attend pre-bid meeting and opening with Engineering and Purchasing Departments.
- Respond to all Requests for Information and issue any necessary addendums.
- Tabulate and verify bids.

### Task 5: Limited Construction Inspection and As-built Certification:

- Provide post construction certifications and certified as-built drawings a necessary for permits and for County records.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues, review/approve shop drawings, and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction improvements. All limited inspections services provided by the consultant shall be established as an allowance.

# II. ESTIMATED PROJECT COST

**Initial Design estimate:** \$95,500

Initial Construction Estimate: \$525,300 Overall Allowable Budget: \$100,000

**Funding Source:** The total amount allocated by Escambia County is in LOST III, FY 2013 / 2014 and is \$ 100,000. These funding sources will be available for

design as follows:

Fund Code: 352 "LOST III" in the amount of \$100,000

# III. GSA SF 330 Discipline and Experience Codes

Anticipated Disciplines (Function Codes SF 330) for this project

<u>Primary</u>	<b>Code</b> 12 60	<b>Description</b> Civil Engineer Transportation Engineer
Secondary	02 08 15 16 18 24 27 29 38 48	Administrative CADD Technician Construction Inspector Construction Manager Cost Engineer/Estimator Environmental Scientist Foundation/Geotechnical Engineer Geographic Information System Specialist Land Surveyor Project Manager
	55	Soils Engineer

Anticipated Experience Categories (Profile Codes SF 330) for this project

	Code	Description
<b>Primary</b>	T03	Traffic and Transportation Engineering
	S13	Stormwater Handling and Facilities
Secondary	C14	Conservation and Resource Management
	C15	Construction Management
	C16	Construction Surveying
	C18	Cost Estimating; Cost Engineering and Analysis;
		Parametric Costing; Forecasting
	E09	Environmental Impact Studies, Assessments or Statements
	E11	Environmental Planning

G04	Geographic Information System Services: Development,
	Analysis, and Data Collection
H07	Highways; Streets; Airfield Paving; Parking Lots
L02	Land Surveying
P06	Planning (Site, Installation and Project)
R11	Rivers; Canals; Waterways; Flood Control
S05	Soils and Geologic Studies; Foundations
S10	Surveying; Platting; Mapping; Flood Plain Studies
T04	Topographic Surveying and Mapping
W02	Water Resources; Hydrology; Ground Water

# IV. 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. Onsite 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. <u>IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT</u>

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

## V. FIRMS' EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

# Points Available

	7 TT GITGIOTO
Have you ever been disqualified for a County, State, or Federal Contract?	Yes or No
Can your firm respond in a timely manner, if the project requires you to perform a site visit, or attend an emergency meeting in an Escambia County within one hour?	Yes or No
Provide a minimum of two copies of Performance Records from Escambia County or other Governmental Agencies. If these cannot be provided, please explain why?	5 points
Corresponding with the specified GSA Code(s), describe your team's ability to perform services per the experience code(s) and scope of work identified above, please explain.	5 points
Does the firm have a clear understanding of the project and knowledge of the project area? Does the firm's design team have experience preparing basin studies, and/or providing stormwater modeling for Escambia County or other municipalities? Briefly explain.	5 points
Explain your design team familiarity with FDOT roadway widening and signalization projects. Experience with Esc. Co. technical specification, FDOT design standards, FDOT Standard Specifications for Road and Bridge Construction, FHWA, AASHTO, and MUTCD requirements.	5 points
Provide information regarding your firms recent and current County work load.	5 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.

## VI. SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Tuesday, January 21, 2014	Mailing date of proposals
11:59 p.m. CST, Wednesday, February 5, 2014	Letters of Interest due date
Monday, February 10, 2014	Short-Listing Meeting
Friday, February 14, 2014	Discussions with Short-Listed Firms
Tuesday, February 18, 2014	Scope of Work Review Meeting
Friday, February 28, 2014	Negotiations with First Ranked Firms
Tuesday, March 4, 2014	Second Negotiations with First Ranked Firms (if required)
Thursday, March 20, 2014	Board of County Commissioners approval

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 Friday, March 7, 2014.

### VII. SUBITTAL 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 <u>INVOICED</u> AND PAID BY <del>OF</del> 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®, 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
- 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 (<u>Page Limit</u>: Total Letter of Interest length shall not exceed 25 pages).

Requirements for this section (to be included in Letter of Interest):

- Proposers shall include any additional information to represent your firm for consideration.
- 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
  - o 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

Note: Failure to provide the information listed above could be reason for deeming a firm non-responsive.



## BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5687 County Administrator's Report 10. 14.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Acceptance of Public Road and Right-of-Way Easements for Massachusetts

Avenue Sidewalk and Drainage Improvement Project

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Acceptance of the Donation of Five Public Road and Right-of-Way Easements for the Massachusetts Avenue Sidewalk and Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of five Public Road and Right-of-Way Easements located on Massachusetts Avenue for sidewalk and drainage improvements:

A. Accept the donation of five Public Road and Right-of-Way Easements located on Massachusetts Avenue from the following four property owners for sidewalk and drainage improvements:

Property Owner	Parcel Reference Number	Acreage
1. TDF Properties, LLC	09-2S-30-1400-050-002	Approximately 150 square feet
2. TDF Properties, LLC	09-2S-30-1400-030-002	Approximately 483 square feet
3. TDF Properties, LLC	09-2S-30-1400-010-002	Approximately 389 square feet
4. Lianna M. Nash & James J. Marks, Jr.	08-2S-30-6001-000-003	Approximately 109 square feet
5. Brooke Close, LLC	08-2S-30-6003-000-000	Approximately 193 square feet

B. Authorize the payment of documentary stamps because the easements are being donated for governmental use, which is for road and drainage improvements, and the County benefits from the acceptance of these easements, which will enhance the safety and well-being of the citizens of Escambia County;

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

D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept, the Public Road and Right-of-Way Easements as of the day of delivery of the Public Road and Right-of-Way Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

#### **BACKGROUND:**

The County has a project in design to install sidewalks and improve drainage along Massachusetts Avenue. Due to limited right-of-way on Massachusetts Avenue, it was determined that additional property would be required to facilitate the installation of sidewalks and improvements to the drainage in this area. TDF Properties, LLC, owns three of the five parcels and has agreed to donate the property for the easements. Lianna M. Nash and James J. Marks, Jr., and Brooke Close, LLC have also agreed to donate a portion of their property for the easement. Board approval is required for the Board's acceptance of the donated properties.

#### **BUDGETARY IMPACT:**

Funds for incidental expenses associated with the recording of documents are available in an Engineering Escrow Account accessed by Escambia County Clerk's Office. Construction funding will be provided through CRA funds (\$50,000 available in October 2014) and CIP LOST funds (\$185,000) currently available.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Public Road and Right-of-Way Easements were approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney.

#### **PERSONNEL:**

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

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

These actions are consistent with the provisions of Section 46-139, Escambia County Code of Ordinances.

#### **IMPLEMENTATION/COORDINATION:**

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

	Attachments	
Easements		
<u>Map</u>		
Design PO		

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
A portion of Parcel 09-2S-30-1400-050-002

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this <u>/3</u> day of <u>Occar be</u> 2013, by and between TDF Properties, LLC, a Florida limited liability company, whose address is P. O. Box 17432, Pensacola, Florida 32522 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

21-1-1-1-1-1-7	
Signed, sealed and delivered	Committee
in the presence of:	Grantor: TDF Properties, LLC
	The Properties, ELC
	15A 29
1	Brenton L. Etheridge
Witness Jason Hoch	As: Managing Member
Print Name Jason Hoch	
Bien	
Witness Dan Williams	
Print Name Beenie w maning	
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknowled	dged before me this 13 day of Downbry, 2013, by
	DF Properties, LLC. He () is personally known to me, or () has
produced current Floride Driver Li	as identification.
	p . 4 m -
(Noton, Soal)	Denn William Public
(Notary Seal)	Signature of Notary Public
	D. L. INI. CN. D.
Bernie W. Manning	9
Notary Public-State of Comm. Exp. May 31,	
Comm. No. DD9676	2014
Comm. No. DD9070	522
	V. 0.0.000 V. V. 0.000
	ACCEPTANCE
This Public Road and Right-of-Way Ease	ement is accepted by Escambia County, Florida on the day
	Board of County Commissioners of Escambia County, Florida at its
meeting held on	And at some a second se
	BOARD OF COUNTY COMMISSIONERS
	ESCAMBIA COUNTY, FLORIDA
	Lumon J. May, Chairman
ATTEST: Pam Childers	Lumon J. May, Chairman
Clerk of the Circuit Court	
Clerk of the chedit court	
Deputy Clerk	This document approved as to form
STEED TOOK	and legal sufficiency.
	CTM/A
	By VOINTY
	Title Aut. Wanty Albiny
	Date Dec. 18, 2013
	The state of the s



#### A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 9, T-2-5, R-30-W

#### LAND SURVEYORS

5700 N. DAVIS HIGHWAY, SUITE 3 PENSACOLA, FL 32503 Phone (850) 434-6666 Fax (850) 434-6661 Email: pgasurvey@bellsouth.net

SHEET 1 OF 2

LEGEND:

ARC

CH

C.B.

Right of way R/W

P.O.B. Point of beginning P.O.C. Point of commencement

Radius

Arc distance Chord distance

Cord bearing

Page

OR Official record book **EXHIBIT "A"** 

#### SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.

2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.

3. This sketch does not reflect or determine ownership.

4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and or restrictive covenants of record. 5. Footers and foundations below natural grade not located.

6. Parcel contains 150 square feet, more or less,

That portion of:

09-25-30-1400-050-002 OR 6682 P 822

PARCEL I That portion of Section 9, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: begin on the South line of the dirt road running West through sald Section 9, 548 feet West of the Northeast corner of said Section; thence run West along said South line of said road 50 feet; thence run South 300 feet; thence run East 50 feet and thence run North 300 feet to point of beginning and adjacent 1/2 of vacated alley described as follows: Commence at the Northeast corner of Section 9, Township 2 South, Range 30 West, Escambia County, Florida; thence run South 16 degrees 46'11" East along the East line thereof, a distance of 322.04 feet; thence run South 73 degrees 13'49" West, a distance of 327.42 feet to a four inch square concrete monument marked Escambia County at the

Northwest corner of an intersection of the North right-of-way line of a twenty foot wide alley and the West right-of-way line of Angel Avenue (also known as P Street 30' R/W) being also the point of beginning; thence continue South 73 degrees 13'49" West along said North right-of-way, a distance of 280.00 feet; thence run South 16 degrees 13'35" East, 20.00 feet to the South right-of-way line of said twenty foot wide alley; thence run North 73 degrees 13'49" East along the South right-of-way of said twenty foot wide alley, a distance of 280.00 feet to the West right-of-way line of said Angel Avenue; thence run North 16 degrees 13'35" West along said West right-of-way line, a distance of 20.00 feet to the point of beginning.

Lying within the following described easement:

Commence at the northeast corner of Section 9, Township 2 South, Range 30 West, Escambia County, Florida; thence South 15 degrees 20'39" East along the east line of said Section 9 for a distance of 20.00 feet to the southerly right of way line of Massachusetts Avenue (R/W varied); thence South 74 degrees 00'49" West along said southerly right of way line for a distance of 330.00 feet to

the westerly right of way line of North "P" Street (30'R/W) for the point of beginning.

Thence continue South 74 degrees 00'49" West along said southerly right of way line for a distance of 553.22 feet to a point on a circular curve concave to the east, having a radius of 17.72 feet and delta angle of 10 degrees 2453"; thence Southwesterly along said curve for an arc distance of 3.22 feet (chord distance of 3.22 feet, chord bearing of South 05 degrees 07'15" West); thence North 74 degrees 00'49" East for a distance of 161.30 feet; thence South 15 degrees 59'11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 50.00 feet; thence North 15 degrees 59'11" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 196.07 feet; thence South 15 degrees 59'11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 30.00 feet; thence North 15 degrees 59'11" West for a 15 degrees 00'49" East for a distance of 30.00 feet; thence North 15 degrees 59'11" West for a 15 degrees 59'11" We distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 116.97 feet to the westerly right of way line of said North "P" Street; thence North 15 degrees 20'39" West along said mesterly right of way line for a distance of 3.00 feet to the point of beginning.

All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida.

Containing 2223 square feet, more or less.

TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY
THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 86),

Source of Information: BRENTWOOD (P.B. 1, P. 11) AND BELL ACRES (P.B. 2, P. 10); D.O.T. R/W MAPS "W" STREET SECTION 48511-2603 AND SR 95,
SECTION 4804-204
Measurements made in accordance to United States Standards.

LB No. 7073

SYSTEM (GRID NORTH)

ON STATE PLANE COORDINATE

PSM #6190

Bearing Reference NORTH BASED NOT VALID UNLESS

IMPRINTED WITH EMBOSSED SEAL

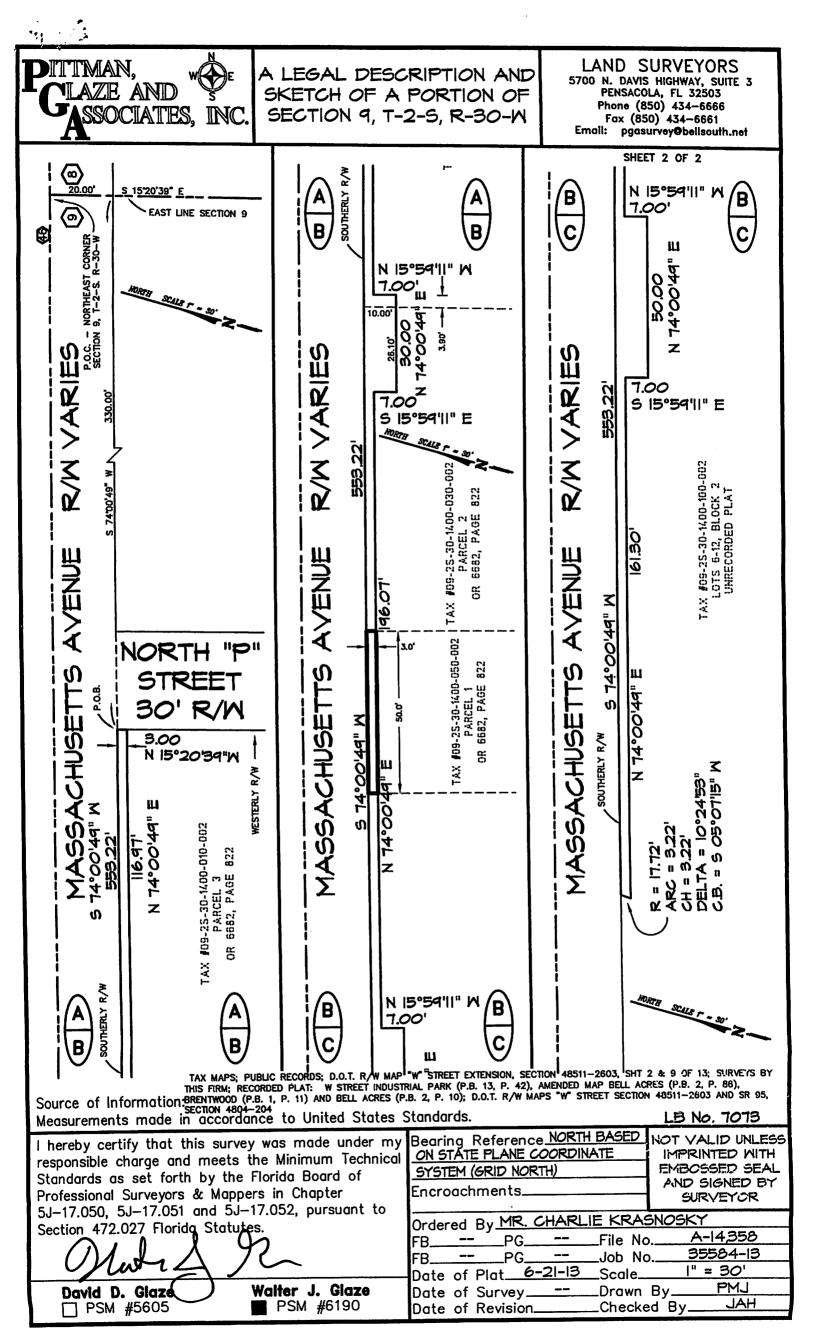
AND SIGNED BY

I hereby certify that this survey was made under my
responsible charge and meets the Minimum Technical
Standards as set forth by the Florida Board of
Professional Surveyors & Mappers in Chapter
5J-17.050, 5J-17.051 and 5J-17.052, pursuant to
Section 472.027 Florida Statutes.

		Hw	Led	L	1	
David	D.	Glaze		Walter	J.	Glaze

□ PSM #5605

SURVEYOR
SNOSKY
A-14,357
35584-13
l" = 30'
By PMJ
ed By JAH



This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
A portion of Parcel 09-2S-30-1400-030-002

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this <u>//3</u> day of <u>December</u> 2013, by and between TDF Properties, LLC, a Florida limited liability company, whose address is P. O. Box 17432, Pensacola, Florida 32522 (Grantor) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered	
in the presence of:	Grantor: TDF Properties, LLC
	Brenton L. Etheridge
Witness Jan Hoel	As: Managing Member
Print Name Jason Hoch	
Witness Bi Will	
Print Name Bernie W Man	sinc
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was	acknowledged before me this 13 day of December, 2013, by
Brenton L. Etheridge, as Managing Mer produced current	nber of TDF Properties, LLC. He ( ) is personally known to me, or ( ) has
produced current	as identification.
(N-4 (S1)	Bei a Many
(Notary Seal)	Signature of Notary Public
Bernie W. M	lanning Printed Name of Notary Public
Notary Public-	State of FL
Comm. Exp. Ma Comm. No. D	D967622
John Harris	
	ACCEPTANCE
This Public Road and Right-of-	-Way Easement is accepted by Escambia County, Florida on the day
of, 2014, as authorize	d by the Board of County Commissioners of Escambia County, Florida at its
meeting held on	
-	
	BOARD OF COUNTY COMMISSIONERS
	ESCAMBIA COUNTY, FLORIDA
	Lumon J. May, Chairman
ATTEST: Pam Childers	WATER CALCULATION
Clerk of the Circuit Co	purt
Deputy Clerk	This document approved as to form
	and legal sufficiency.
	By Olymphy Latt
	Title fort com ty Afterny
	Date Dec. 18, 2013



### A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 9, T-2-5, R-30-W

#### LAND SURVEYORS

5700 N. DAVIS HIGHWAY, SUITE 3 PENSACOLA, FL 32503 Phone (850) 434-6666 Fax (850) 434-6661 Email: pgasurvey@bellsouth.net

SHEET 1 OF 2

LEGEND:

R/W

Right of may Point of beginning P.O.B. P.O.C. Point of commencement

R Radius

ARC Arc distance Chord distance CH

**EXHIBIT "A"** 

C.B.

Cord bearing

Page

OR Official record book

#### SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.

2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.

3. This sketch does not reflect or determine ownership.

- 4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and or restrictive covenants of
- 5. Footers and foundations below natural grade not located.
- 6. Parcel contains 483 square feet, more or less,

That portion of:

09-25-30-1400-030-002 OR 6682, page 822 PARCEL 2

That portion of Section 9, Township 2 South, Range 30 West, described by metes and bounds as follows: Commencing at a cast Iron pipe on the Northeast corner of Section 9 above; proceed thence South along the East line of Section 9 a distance of 22 feet to the South right-of-way line of the dirt road running West through said Section 9 above; thence West along said South right-of-way line a distance of 448 feet for the starting point of this description; proceed thence West along the said South right-of-way line a distance of 100 feet; thence South 300 feet; thence East 100 feet; and thence North 300 feet to the point of beginning on the South line of the right of way of the aforementioned dirt road and adjacent 1/2 of vacant alley OR 5476, page 1199.

Lying within the following described easement:

Commence at the northeast corner of Section 9, Township 2 South, Range 30 West, Escambla County, Florida; thence South 15 degrees 2039" East along the east line of said Section 9 for a distance of 20.00 feet to the southerly right of way line of Massachusetts Avenue (R/W varied); thence South 74 degrees 00'49" West along said southerly right of way line for a distance of 330.00 feet to the westerly right of way line of North "P" Street (30'R/W) for the point of

beginning.

Thence continue South 74 degrees 00'49" West along said southerly right of way line for a distance of 553.22 feet to a point on a circular curve concave to the east, having a radius of 17.72 feet and delta angle of 10 degrees 24.53"; thence Southwesterly along said curve for an arc distance of 3.22 feet (chord distance of 3.22 feet, chord bearing of South 05 degrees 07'15" West); thence North 74 degrees 00'49" East for a distance of 161.30 feet; thence South 15 degrees 59'll" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 50.00 feet; thence North 15 degrees 59'11" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 196.07 feet; thence South 15 degrees 59'11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 30.00 feet; thence North 15 degrees 59'II" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 116.97 feet to the westerly right of way line of said North "P" Street; thence North 15 degrees 20'39" West along said westerly right of way line for a distance of 3.00 feet to the point of beginning.

All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida. Containing 2223 square feet, more or less.

TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 86), SecTION 4801-2603 AND SR 95, SECTION 4804-204 In Item Control of C Measurements made in accordance to United States Standards. LB No. 7073

I hereby certify that this survey was made under my Bearing Reference NORTH BASED NOT VALID UNLESS responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes

David D. Glaze ☐ PSM #5605

Walter J. Glaze ■ PSM #6190

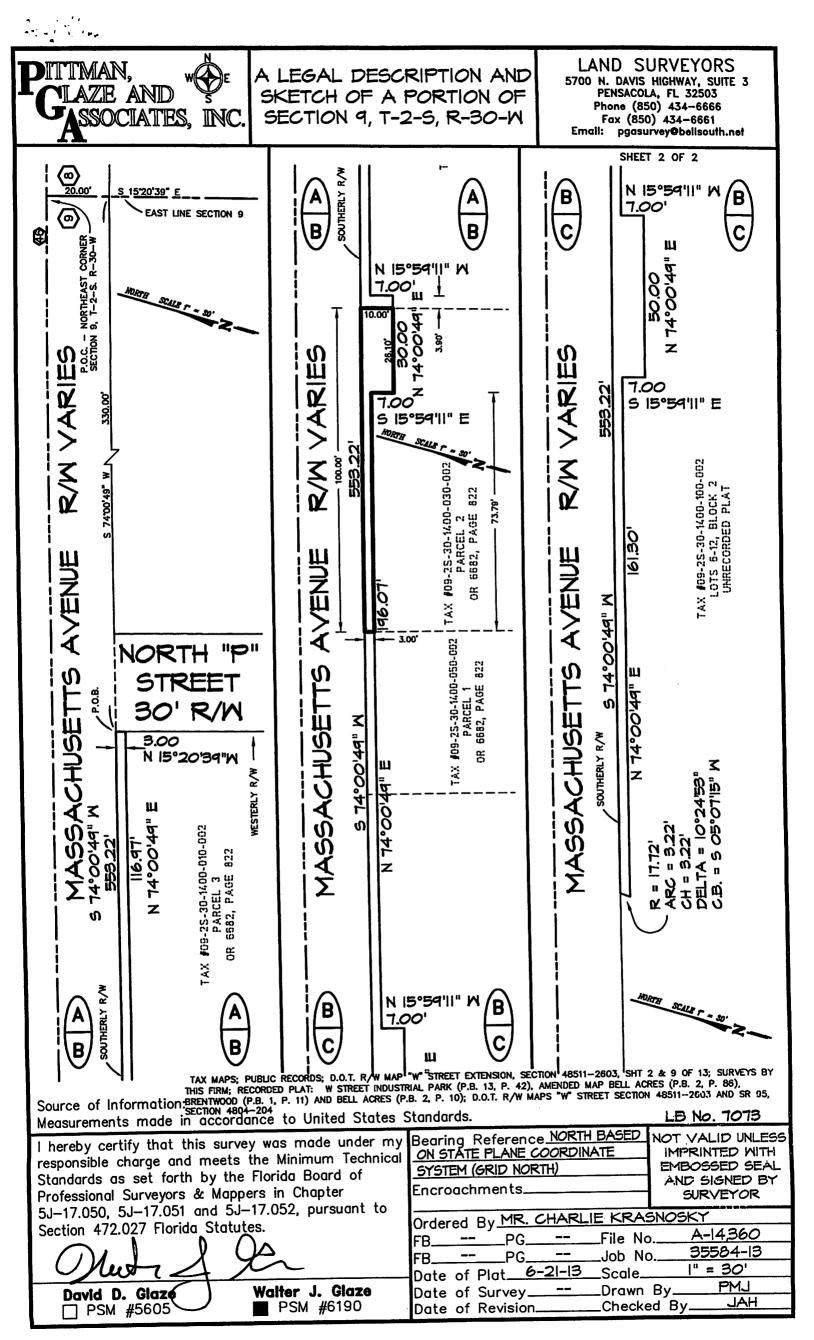
AND SIGNED BY Encroachments. SURVEYOR Ordered By MR. CHARLIE KRASNOSKY A-14,359 PG. \_File No.\_\_ FB\_ 35584-13 \_\_\_ .PG. \_Job No.\_ FB. Date of Plat<u>6-21-13</u>Scale\_ I" = 30' LMP \_Drawn By. Date of Survey\_ HAL .Checked By. Date of Revision\_

IMPRINTED WITH

EMBOSSED SEAL

ON STÂTE PLANE COORDINATE

SYSTEM (GRID NORTH)



This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
A portion of Parcel 09-2S-30-1400-010-002

STATE OF FLORIDA COUNTY OF ESCAMBIA

#### PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A and B (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

in the presence		
in the presence	01.	TDF Properties, LLC, a Florida limited
		liability company.
		At 2 S
I	,, ,	Brenton L. Etheridge
Witness Jas	son fach	As: Managing Member
Print Name	JASONITOCHN	
Witness	Brenit W madaing	
STATE OF FLOCUNTY OF I		
The Co		1 h-6 12 d 6 7
Brenton L. Ethe	eridge, as Managing Member of TDF	Properties, LLC. He (a) is personally known to me, or (b) has as identification.
produced curren		as identification.
in the same of		Bein to Many
(Notary Seal)		Signature of Notary Public
	Bernie W. Manning	Printed Name of Notary Public
	Notary Public-State of FL	A Transfer of the Control of the Con
	Comm. Exp. May 31, 2014	
	Comm. No. DD967622	
	AC	CCEPTANCE
This P	ublic Road and Right-of-Way Easeme	ent is accepted by Escambia County, Florida on the day
of	, 2014, as authorized by the Boa	rd of County Commissioners of Escambia County, Florida at it
meeting held on		
-	•	
		BOARD OF COUNTY COMMISSIONERS
		ESCAMBIA COUNTY, FLORIDA
		Gene M. Valentino, Chairman
ATTEST:	Pam Childers	Lumon J. May
	Clerk of the Circuit Court	
Deputy Clerk		This document approved as to form
		and legal sufficiency.
		By Stillet
		Date Dec. 18. 2013
		Date Dec. 18, 2013



### A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 9, T-2-5, R-30-W

**EXHIBIT "A"** 

#### LAND SURVEYORS

5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 2

LEGEND:

R/W Right of way

Point of beginning P.O.B. P.O.C. Point of commencement

R Radius

ARC Arc distance

Chord distance

CH Cord bearing C.B.

Page

OR Official record book

#### SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.

2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.

3. This sketch does not reflect or determine ownership.

- 4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and or restrictive covenants of record.
- 5. Footers and foundations below natural grade not located.

6. Parcel contains 389 square feet, more or less,

That portion of:

09-25-30-1400-010-002 OR 6682, PAGE 822 PARCEL 3

Begin at a point on the South line of a County Road 20 feet South and 330 feet West of the Northeast corner of Section 9, Township 2 South, Range 30 West; thence run South 300 feet; thence run West 120.5 feet; thence run North 300 feet; thence run East 120.5 feet to the point of beginning; and adjacent 1/2 of vacant alley OR 5476, page 1199

Lying within the following described easement:

Commence at the northeast corner of Section 9, Township 2 South, Range 30 West, Escambia County, Florida; thence South 15 degrees 2039" East along the east line of said Section 9 for a distance of 20.00 feet to the southerly right of way line of Massachusetts Avenue (R/W varied); thence South 74 degrees 00'49" West along said southerly right of way line for a distance of 330.00 feet to the westerly right of way line of North "P" Street

(30'R/W) for the point of beginning.

Thence continue South 74 degrees 00'49" West along said southerly right of way line for a distance of 553.22 feet to a point on a circular curve concave to the east, having a radius of 17.72 feet and delta angle of 10 degrees 2453"; thence Southwesterly along said curve for an arc distance of 3.22 feet (chord distance of 3.22 feet, chord bearing of South 05 degrees 07'15" West); thence North 74 degrees 00'49" East for a distance of 161.30 feet; thence South 15 degrees 59"11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 50.00 feet; thence North 15 degrees 59'11" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 196.07 feet; thence South 15 degrees 59'11" East for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 30.00 feet; thence North 15 degrees 59'11" West for a distance of 7.00 feet; thence North 74 degrees 00'49" East for a distance of 116.97 feet to the westerly right of way line of said North "P" Street; thence North 15 degrees 20'39" West along said westerly right of way line for a distance of 3.00 feet to the point of beginning. All lying and being in Section 9, Township 2 South, Range 30 West, Escambia County, Florida. Containing 2223 square feet, more or less.

TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 36), THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 36), SECTION 48511-2603 AND SR 95, SECTION 4804-204

Measurements made in accordance to United States Standards.

LB No. 7078

SYSTEM (GRID NORTH)

Encroachments\_

I hereby certify that this survey was made under my Reference NORTH BASED NOT VALID UNLESS ON STATE PLANE COORDINATE IMPRINTED WITH

Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to

Section 472.027 Florida Statutes

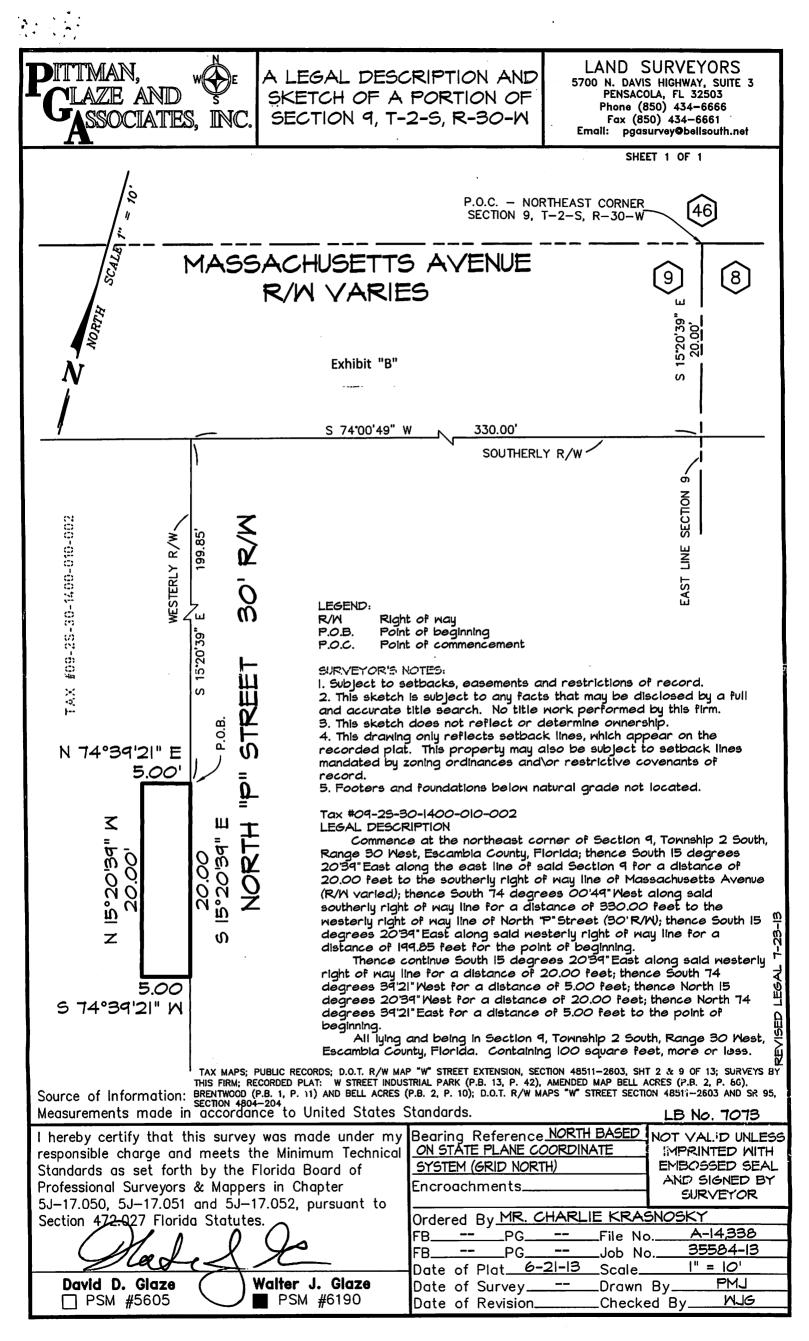
David D. Glaze ☐ PSM #5605

Walter J. Glaze PSM #6190

SURVEYOR Ordered By MR. CHARLIE KRASNOSKY A-14,361 .PG\_ FB\_ 35584-13 PG. Job No..  $FB_{-}$ 1" = 30' Date of Plat 6-21-13 .Scale. LMA Drawn By. Date of Survey\_ HAL.Checked By Date of Revision\_

AND SIGNED BY

-CLAZE AND & SKE	GAL DESCRIPTION ANTION OF A PORTION OF THE PROPERTY OF THE PRO	= PENSACOLA, FL 32503
NORTHEAST CORNER CONNER	SOUTHERLY RAW  SOUTHERLY RAW  A 1000.1  A B B C C C C C C C C C C C C C C C C C	SHEET 2 OF 2  N 15°59'  " M B  7.00'  II "64,00 % 4L
180	R/N YARIES  559.22'  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)  (100-030-002)	X X X X X X X X X X X X X X X X X X X
	MASSACHUSETTS AVENUE R/W  S 74°00'49" W  N 74°00'49" E  N 74°00'49" E  TAX 109-25-30-1400-030-002  TAX 109-25-30-1400-030-002  PARCEL 1  OR 6682, PAGE 822  OR 6682, PAGE 822	MASSACHUSETTS AVENUE R/W  SOUTHERLY R/W S 74°00'49" W  N 74°00'49" E 161.30'  R = 17.72'  ARC = 3.22'  CH = 5.22'  UNITECORDED PLAT  UNITECORDED PLAT
TAX MAPS: PUBLIC RECORD	r. w etdeet indiietdiai Daok (D.G. 13 D. 43	ECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY  ), AMENDED MAP BELL ACRES (P.3. 2, P. 38),  MAPS "W" STREET SECTION 48511-2603 AND SR 95.
Source of Information SECTION 4804-204 Measurements made in accordance to U I hereby certify that this survey was more responsible charge and meets the Minim Standards as set forth by the Florida B Professional Surveyors & Mappers in Charles 5J-17.050, 5J-17.051 and 5J-17.052, p. Section 472.027 Florida Statutes.	Juited States Standards.  ade under my Bearing Reference ON STATE PLANE Soard of SYSTEM (GRID NO Encroachments.	CE NORTH BASED NOT VALID UNLESS COORDINATE IMPRINTED WITH
David D. Glaze Walter	FBPG FBPG Date of Plat	File No. A-14,362 Job No. 35584-13 6-21-13 Scale I" = 30' Drawn By PMJ



This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
A portion of Parcel 08-2S-30-6001-000-003

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

#### PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

THIS PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT is made this 23 day of 2013, by and between Lianna M. Nash, a married woman, whose address is 120 East Main Street, Pensacola, Florida 32502 and James J. Marks, Jr., a single man, whose address is 120 East Main Street, Pensacola, Florida, 32502 (Grantors) and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

#### WITNESSETH:

WHEREAS, Grantors are the owners of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A (the Property); and

WHEREAS, Grantors have agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantors hereby convey to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTORS covenant that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

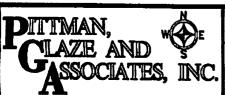
IN WITNESS WHEREOF, Grantors have executed this document on the date first written above.

GRANTORS certify, warrant and covenant that neither the Grantors nor any of their family reside on the above described property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

Signed, sealed and delivered	~ 1
in the presence of:	Grantor:
Witness Sandra March	15mo HM BStN
Print Name Sandra Marsh	Lianna M. Nash
	0
Witness Man Warrell	
Print Name Mary Warrick	
STATE OF ELODIDA	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
COUNTY OF ESCAMBIA	76
The foregoing instrument was acknowle	dged before me this 24 day of
SEPTEMBER, 2013, by Lianna M. Nash	
produced current	as identification.
	Sn. D.
(Notary Soul)	Signature of Notary Public
(Notary Seal)	MARIE PRICE
Notary Public State of Florida	Printed Name of Notary Public
My Commission Expires 03-14-14 Commission No. DD 955028	Timed Time of Tiology Tuons
	T. C.
ma de la manda	Grantor:
Witness Landra Marsh	James J. Marks, Jr.
Print Name <u>Sandra Marsh</u>	Jaines J. Warks, Jr.
Witness Warrick	
Print Name mary Warrick	
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknowle	day of
2013 by James I Marks	Jr He is personally known to me, or () has
produced current	as identification.
-	( )
_	Marie Price
(Notary Seal)	Signature of Notary Public
	Marie Price
Marie Price Notary Public	Printed Name of Notary Public
My Commission Expires 03-14-14 Commission No. DD 955028	
COMMISSION No. DD 955028	

#### ACCEPTANCE

Commission	day of, 2014, ners of Escambia County, Florida a	as authorized by the Board of County at its meeting held on
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Lumon J. May, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	
Deputy Cler	k	
		This document approved as to form and legal sufficiency.  By  Title  Date  Dec. 18, 2013



A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 8, T-2-5, R-30-W

LAND SURVEYORS 5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bolisouth.net

Drawn By.

\_Checked By

HAL

SHEET 1 OF 1 Exhibit "A" - NORTHWEST CORNER 46 SECTION 8, T-2-S, R-30-W 9 (8) . . . . . . R/W VARIES MASSACHUSETTS AVENUE N 74°00'49" E S 9.38 N 74'00'49" E 580.51 O), SOUTHERLY R/W 62.40 LESEND: Right of may Point of boginning Point of commencement Radius Arc distance P.O.B. RM POB. POC. 0 R ARC CH CB. SECTION Chord distance Cord bearing SURVEYOR'S NOTES 1. Subject to setbacks, easements and restrictions of record.

2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title mark performed by this firm.

3. This sketch does not reflect or determine expersion.

4. This sketch are the setlects setback lines which according and of the second 5. This sketch does not reflect or determine ownership.

4. This drawing only reflects setback lines, which appear the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

5. Footers and foundations below natural grade not leasted. located. Tax #08-25-90-6001-000-009 LEGAL DESCRIPTION Township 2 South, Range 30 West, Escambia County, Florida, thence South 15 degrees 2034 East along the most line of said Section 8 for a distance of 2000 feet to the said Section & for a distance of 2000 feet to the southerly right of may line of Massachusetts Avenue (R/M varied); thence North 74 degrees 00'44' East along said southerly right of may line for a distance of 880.5' feet for the point of beginning.

Thence continue North 74 degrees 00'44' East along said southerly right of may line for a distance of 9.86 feet; thence South 62 degrees 07'45' East along said southerly right of may line for a distance of 12.99 feet to the mesterly right of may line of Pace Boulevard (State Road sqs, R/M varies), said point being on a circular curve concave to the mest, having a radius of 1106.26 feet and delta angle of 00 degrees 20'44'; thence Southwesterly along said mesterly right of may line for an arc distance of 6.70 feet (chord distance of 6.70 feet, chord bearing of South 13 degrees 4916' Mest); thence North 62 degrees 07'45' Mest for a distance of 20.92 feet to the point of beginning. beginning.
All lying and being in Section 8, Tormship 2 South,
Range 30 West, Escambia County, Florida. Containing 109
square feet, more or less. TAX MAPS: PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2803, SHT 2 & 9 OF 13; SURVEYS BY
THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 88),
Source of Information: BRENTWOOD (P.B. 1, P. 11) AND BELL ACRES (P.B. 2, P. 10); D.O.T. R/W MAPS "W" STREET SECTION 48511-2803 AND SR 95,
SECTION 4804-204
Measurements made in accordance to United States Standards.

LB No. 7073 I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical ON STATE PLANE COORDINATE IMPRINTED WITH SYSTEM (GRID NORTH) Standards as set forth by the Florida Board of AND SIGNED BY **Encroachments** Professional Surveyors & Mappers in Chapter SURVEYOR 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Ordered By MR. CHARLIE KRASNOSKY Section 472.027 Florida Statutes. A-14,339 File No. PG. FB. 35584-13 Job No. \_PG. FB. 1" = 10 Date of Plat<u>6-21-13</u> Scale\_ PMJ

Walter J. Glaze

PSM #6190

Date of Survey.

Date of Revision\_

David D. Glaze
☐ PSM #5605

This document was prepared by:
Wayne Manning
Escambia County, Public Works Department
3363 West Park Place
Pensacola, FL 32505
Parcel 08-2S-30-6003-000-000

STATE OF FLORIDA COUNTY OF ESCAMBIA

45 · 150

#### PUBLIC ROAD AND RIGHT-OF-WAY EASEMENT

#### WITNESSETH:

WHEREAS, Grantor is the owner of certain property located in Escambia County, Florida and more particularly described in the attached Exhibit A and B (the Property); and

WHEREAS, Grantor has agreed to convey to Grantee a public road and right-of-way easement over and across the Property;

NOW, THEREFORE, Grantor hereby conveys to Grantee an easement for the perpetual and unobstructed right of the public to access, ingress, and egress over and across the Property and for the purpose of constructing, paving, maintaining, replacing, inspecting, removing, and repairing a road and right-of-way, bridges and drainage structures, and other associated public facilities on the Property, together with all rights and privileges necessary and convenient for the purposes described above.

GRANTOR covenants that it is lawfully seized and possessed of the Property, that it has good and lawful right to convey the same, and that it is free from all encumbrances.

IN WITNESS WHEREOF, Grantor has executed this document on the date first written above.

Signed, sealed and delivered	Brooke Close, LLC, a Florida
	limited liability company.
Witness Frank Memarkan Print Name FRANK Nemarkan Witness Bernir W Manning	By:  By:  Bhullat Glan  Print Bhullat Pancheus Panch  As:  MCR
STATE OF FLORIDA	
COUNTY OF ESCAMBIA	
The foregoing instrument was acknowled to the control of the contr	wn to me, or has produced current
	B 1 m
(Notary Seal)	Signature of Notary Public
	Brinit W Manning
Bernie W. Manning Notary Public-State of FL Comm. Exp. May 31, 2014 Comm. No. DD967622 ACCE	Printed Name of Notary Public  EPTANCE
	as authorized by Escambia County, Florida as authorized by the Board of County at its meeting held on
	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST: Pam Childers Clerk of the Circuit Court	Gene M. Valentino, Chairman Lumon J. May
Deputy Clerk	This document approved as to form and legal sufficiency. By

.

wt pt



### A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 8, T-2-5, R-30-W

Exhibit "A"

LAND SURVEYORS 5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661
Email: pgasurvey@bellsouth.net

SHEET 1 OF 2

LEGEND:

R/W

Right of way

P.O.B. Point of beginning P.O.C.

Point of commencement

Page

OR

Official record book

SURVEYOR'S NOTES:

1. Subject to setbacks, easements and restrictions of record.

2. This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.

3. This sketch does not reflect or determine ownership.

- 4. This drawing only reflects setback lines, which appear on the recorded plat. This property may also be subject to setback lines mandated by zoning ordinances and or restrictive covenants of record.
- 5. Footers and foundations below natural grade not located.
- 6. Parcel contains 125 square feet, more or less.

LEGAL DESCRIPTION That portion of

08-25-30-6003-000-000

OR 6866, page 1808

A parcel of land in Government Lot I, Section 8, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commence at the Northeast corner of Section 9, Township 2 South, Range 30 West (being a point on the West line of the said Section 8); thence go Southeasterly along the West line of the said Section 8, a distance of 20.00 feet to the South right-of-way line of Massachusetts Avenue (40' R/W) and the Point of Beginning; thence go Northeasterly along the South right-of-way line of Massachusetts Avenue, a distance of 200.00 feet; thence go Southeasterly parallel with the West line of said Section 8, a distance of 206.73 feet; thence go Southwesterly parallel with the South right-of-way line of Massachusetts Avenue, a distance of 200.00 feet to the West line of the said Section 8; thence go Northwesterly along the West line of the said Section 8, a distance of 206.73 feet to the Point of Beginning.

Lying within the following described easement:

Commence at the northwest corner of Section 8, Township 2 South, Range 30 West, Escambia County, Florida; thence South 15 degrees 2039" East along the west line of said Section 8 for a distance of 20.00 feet to the southerly right of way line of Massachusetts Avenue (R/W varied); thence North 74 degrees 00'49" East along said southerly right of

way line for a distance of 174.99 feet for the point of beginning.

Thence continue North 74 degrees 00'49" East along said southerly right of way line for a distance of 45.00 feet; thence South 15 degrees 59'11" East for a distance of 5.00 feet; thence South 74 degrees 00'49" West for a distance of 45.00 feet; thence North 15 degrees 59"||" West for a distance of 5.00 feet

to the point of beginning.

All lying and being in Section 8, Township 2 South, Range 30 West, Escambia County, Florida. Containing 225 square feet, more or less.

TAX MAPS; PUBLIC RECORDS; D.O.T. R/W MAP "W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY THIS FIRM; RECORDED PLAT: W STREET INDUSTRIAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 86), SECTION 4904-204 BRENTWOOD (P.B. 1, P. 11) AND BELL ACRES (P.B. 2, P. 10); D.O.T. R/W MAPS "W" STREET SECTION 49511-2603 AND SR 95, SECTION 4904-204 OCCORDANCE TO United States Standards.

SYSTEM (GRID NORTH)

I hereby certify that this survey was made under my Bearing Reference NORTH BASED NOT VALID UNLESS ON STATE PLANE COORDINATE IMPRINTED WITH Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

w David D. Glaze

☐ PSM #5605

Walter J. Glaze PSM #6190

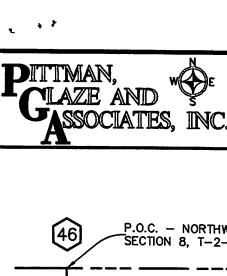
AND SIGNED BY **Encroachments** SURVEYOR Ordered By MR. CHARLIE KRASNOSKY A-14,333 PG. \_File No.\_  $\mathsf{FB}_{-}$ 35584-13 .Job No.\_ .PG. Date of Plat <u>6-20-13</u> Scale 1" = 10' LMA -- Drawn By Date of Survey\_ Date of Revision\_ .Checked By.

IMPRINTED WITH EMBOSSED SEAL



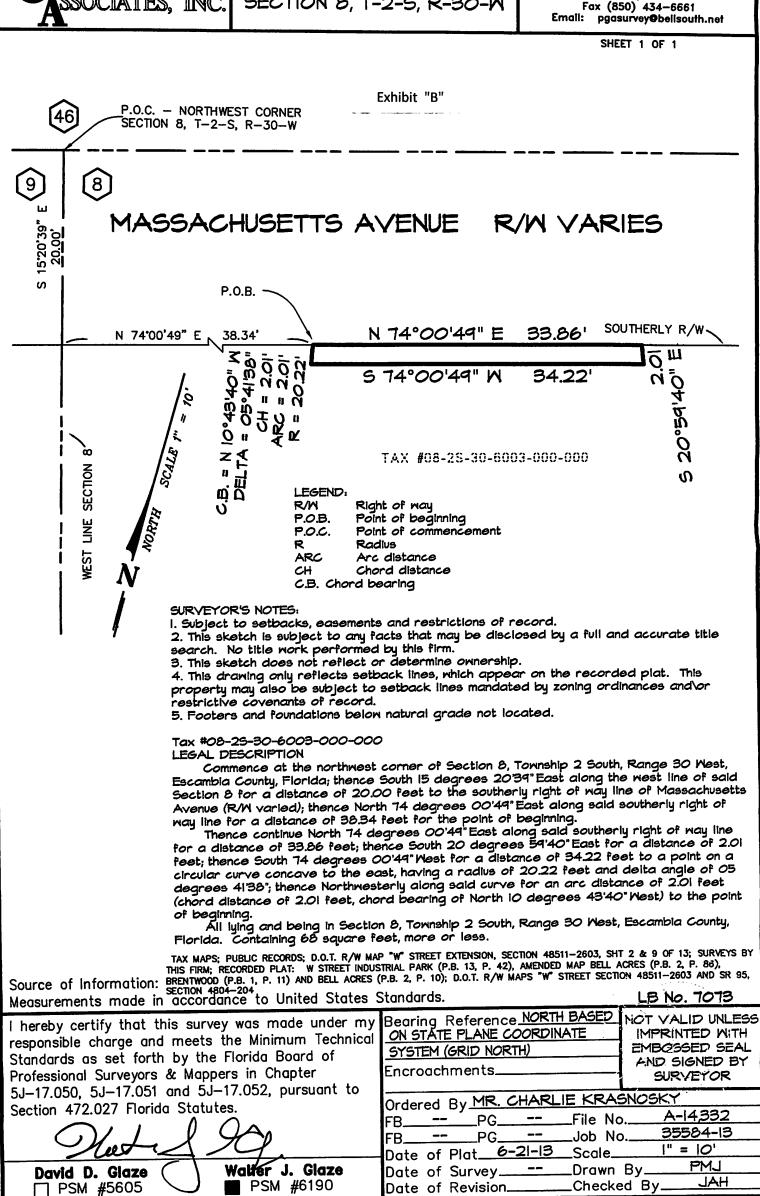
LAND SURVEYORS
5700 N. DAVIS HIGHWAY, SUITE 3
PENSACOLA, FL 32503
Phone (850) 434-6666
Fax (850) 434-6661

ADDUCTION O, 1-	Email: pgasurvey@bellsouth.net
	SHEET 2 OF 2
POC NORTHWEET COOKIES	
P.O.C NORTHWEST CORNER SECTION 8, T-2-S, R-30-W	
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MASSACHUSETTS	AVENUE R/M VARIES
MASSACHUSETTS	
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	"W" STREET EXTENSION, SECTION 48511-2603, SHT 2 & 9 OF 13; SURVEYS BY MAL PARK (P.B. 13, P. 42), AMENDED MAP BELL ACRES (P.B. 2, P. 86), D. C. R. 10), D. C. R. MARS "W" STREET SECTION 43511-2603 AND SR 95.
THIS FIRM; RECORDED PLAT: W STREET INDUSTRI Source of Information: BRENTWOOD (P.B. 1, P. 11) AND BELL ACRES (P Measurements made in accordance to United States (	Standards. LB No. 7073
I hereby certify that this survey was made under my	Bearing Reference NORTH BASED NOT VALID UNLESS
responsible charge and meets the Minimum Technical	ON STATE PLANE COORDINATE IMPRINTED WITH SYSTEM (GRID NORTH)
Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter	Encroachments AND SIGNED BY SURVEYOR
5J-17.050, 5J-17.051 and 5J-17.052, pursuant to	Ordered By MR. CHARLIE KRASNOSKY
Section 472.027 Florida Statutes.	FB PG File No. A-14,554
Sleet Ito	FB PG Job No. 35584-13
David D. Glaze Walter J. Glaze	Date of Survey Drawn By PMJ
☐ PSM #5605 ■ PSM #6190	Date of RevisionChecked ByJAH



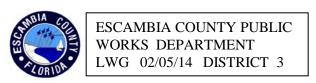
A LEGAL DESCRIPTION AND SKETCH OF A PORTION OF SECTION 8, T-2-5, R-30-W

LAND SURVEYORS 5700 N. DAVIS HIGHWAY, SUITE 3 PENSACOLA, FL 32503 Phone (850) 434-6666 Fax (850) 434-6661



#### MASSCHUSETTS AVENUE SIDEWALK AND DRAINAGE PROJECT







#### **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

V 081954 E KENNETH HORNE & ASSOCIATES INC N 7201 N 9TH AVENUE STE 6 PENSACOLA FL 32504

#### PURCHASE ORDER NO. 130872

N PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com V 0 CLERK OF THE COURT & COMPTROLLER 1 HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 C PENSACOLA, FL 32502-5843 S NEIGHBORHOOD & ENV. SERVICES/C COMMUNITY REDEVELOPMENT AGENCY P 221 PALAFOX PLACE PENSACOLA FL 32502

ATTN: CAROLYN BARBOUR

ORDER DATE: 02/04/13 BUYER: PAUL NOBLES REQ. NO.: 13000928 REQ. DATE: 01/31/13 F.O.B.: N/A DESC.: PD 02-03.79 TERMS: NET 30 DAYS UOM ITEM# QUANTITY DESCRIPTION UNIT PRICE EXTENSION 1.00 LOT 38891.7800 01 TASK ORDER NO. 02.03.79.23.10.ENG 38,891.78 "PROFESSIONAL SERVICES FOR MASSACHUSETTS AVENUE SIDEWALKS AND DRAINAGE IMPROVEMENTS" CIP: MASSACHUSETTS AVENUE SIDEWALKS AND DRAINAGE

ITEM#		ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 38,891.78
I LIVI#	,	1000011	AMOUNT	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TOTAL	\$ 38,891.78
01	220517	56301	38,891.78			
		77777	3.44.55557.44			
				/11	- //	

APPROVED BY Jaudia Ammos

#### **GENERAL TERMS AND CONDITIONS**

- 1. ENTIRE AGREEMENT The term il sections and drawings included in this under when 3 is one cased constitute the entire. In presment tetween the paties on his attended stated on the fact with a citie. No most cased on which is the case of this present of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of the case of th
- 2. DELIVERIES INSPECTION AND ACCEPTANCE. Delivery, inspections and acceptance will be destination, unless off erwise provided. Until delivery and acceptance and any rejections, risk of loss will be ore the Contactor unless coloured that from help gende of the County. Notwinstanding the requirement, for any County indiced on and text contained in operations applicable to this contact indiced ordering specialized inspectable or this larve (see Feal for performance spelly by the County, the Contact indiced certain or in saw centimed the indiceations and tests required to indicators that the fourth indiced or indiced provided under the indicator contains to the drawings, specifications and contract requirements acceding in applicable, the texthology requirements for the immutantifier's part in their Notwinstanding the requirement.
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  - 7. Finde of delivery or sharpest
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- 6. INSPECTION, ACCEPTANCE AND TITLE. In spection and acceptance will be at destination or less otherwise provided. Title and risk loss or damage to address that he the responsibility of the contract supplier and accepted by the Count. The contract supplier shall be responsible for filing, processing and collecting at garraged craim. In those end of which have been band and called a garraged craim.
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- 19. CONVICT LABOR In Connection with the performance of work under this contract, the contraction spread not to employ any person or deriging a tentron of immonstrated except as provided by Plut in class \$2,176, September 10, 1965 (18,196,0,475), n.21, and Executive order 11255, De-
- 20. COVERANT AGAINST CONTINGENT FEES + The Condition warrants that no person or cell-20. COVERANT ADAINST COMMINGEM FEES + the Cisib story carrieds that he person in Security against not been employed or retained to select or secure this control both any agreement or indeed and not or a Commission percentage, in brokerage, or cortangent tell, excepting bona lide engineer or both at the established commission to setting aborders in maintained by the Control for for the published of securing business. For threath or solvation of this warrant, the Control right that in the post of arrangement of the published advantage to control that the control right is reconsidered to not otherwise recover, the flux amount of rough commission, percentage brokes are no controlled. les van or contribératen
- 21. CONTINGENCIES Nether party shall be hable for delays or defaults due to acts of God, dov 21. CONTINGENCIES - Nether party shall be hable for delays or defaults due to acts of God, or entirent authority or public memy, war, fires, floods, epidenics, strikes fabor troubles, freight to burgles or contingencies reasonably teleprof discontrol. The party so affected upon promot written notice to the object and be excused from making or taking delivenes. Letreunder to the extent of number extent of number extent of number extent of number of extensions. At County's cotton deliveness so control shall be made on notice thereof to the extended jupon cess don of such contributory even though such might have been covered active. been operative at the date of this
- oldet 22. GRATUITIES - (a) The Courty may, by written notice to the Contractor terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of the Contractor to proceed under this contract if it is found after notice and hearing by the Board of the Contractor to proceed under this contract. Econty Commissioner duly automated representative, the graduales in form of entertainment, atto-or otherwise) were otherwise given by the Contractor, or any agent or representative of the Con-tractor to any otherwise remplayee of the County with a less toward secondary a contractor securing traction to any otherwise respect to that performing of such contract provides, that the existence of the facts upon which the Board of Courty Commissioners or their duty authorized representative triale such tindings, shall be in issue and mat be reviewed in any competent court (b) in the event this contract is terminated as provided in prograph, (a) hereof the County shall be retified (i) to miss contract is reminated as provided in producting the remainder of a breach of contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to evenighary damages in an amount (as determined by the Board of Court. Commissioners or their duly authorized representative) which is half the notities than three nor none. than ten times the costs incomed by the Confractor in providing any such gratilities to any such officer or employee. (c) The notes and remedies of the County provided in the clause shall not be conclusive and are in addition to any other natus and remedies provided by law or under con-
- 23. TERMINATION FOR DEFAULT The Purchasing Mixiager by written native, may terminate 23. TERMINATION FOR DEPAULT - The Plutchaping Mixinger by written native into terminate took contrast, monder or in part, for fasting of the Contrastor to perform any provided the reset of south event the Contractor shall be liable for damages. Including the excess cost of reproduction shall be rate for damages, including the excess cost of reproductions with most be of reproduced that it (i) it is determined for any reason that the Contractor was most or density or (ii) the Contractor habite to perform 4 without has and his subcontractors control to the intermination for convenience and in a register (A. As used in that II) provided the termination for convenience and it is accordanced at the ber
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## BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

#### TASK ORDER - PD 02.03.79.23.10.ENG

#### PROFESSIONAL ENGINEERING SERVICES

FOR

#### MASSACHUSETTS AVENUE SIDEWALKS AND DRAINAGE IMPROVEMENTS

#### 1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999 Chapter 46, Finance, Article II, Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, "Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) Continuing Contract.

#### 2.0 Scope

Under this Task Order, the Engineer (Kenneth Horne & Associates, Inc.) will provide Escambia County Public Works Department/Engineering Division with Engineering services necessary to develop construction plans and bld documents for the installation of sidewalks, pedestrian safety devices, a new stormwater collection and conveyance system, and modifications to the existing stormwater system for a segment of Massachusetts Avenue between North Pace Boulevard westerly to North "W" Street. (See Scope of Services dated December 19, 2012.)

#### 3.0 Schedule

The work authorization herein shall be completed within 365 calendar days from the issuance of Notice to Proceed.

#### 4.0 Compensation

This Task Order is issued for a lump sum amount of \$38,891.78. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

#### 5.0 Progress Meetings

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The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but at least every 30 days to discuss design and permitting issues.

L/Lin	Robert C. Manusky
Escambla County, FL	Kenneth Home & Associates, Inc.
1-15-13	1-18-13
Date	Date

# Scope of Services Massachusetts Avenue Sidewalks and Drainage Improvements (Kenneth Horne & Associates, Inc.) December 19, 2012

#### **GOALS AND OBJECTIVES**

Provide engineering services necessary to develop construction plans and bid documents for the installation of sidewalks, pedestrian safety devices, a new stormwater collection and conveyance system, and modifications to the existing stormwater system for a segment of Massachusetts Avenue between N. Pace Blvd. westerly to N. W Street.

The design will incorporate a new collection and conveyance system to route the area's stormwater to the existing system along Pace Blvd. The design criteria should be for a 25 year storm event, minimum. The project will also incorporate 5 ft. minimum width sidewalks set back a minimum of 5 ft. from the edge of the roadway where right-of-way allows. Design criteria shall include: the current Escambia County Technical Specifications, Safe Routes to Schools (SRTS), Americans with Disabilities (ADA), Florida Department of Transportation (FDOT) criteria, and the Manual on Uniform Traffic Control Devices (MUTCD).

#### PROJECT AREA

The project limits will include the Massachusetts Avenue right-of-way from N. Pace Blvd. west to N. W Street.

#### PROJECT SCOPE/SCHEDULE

ANALYSIS AND STUDY (2 WEEKS): KH&A will review aerial images, aerial topography, Escambia County drainage studies, and existing utility maps provided by ECUA and others to define drainage basin limits and determine the most logical route for sidewalk installation.

KH&A will also review historical drainage and flooding issues on and around Massachusetts Avenue, from N. Pace Blvd. west to N. 'W' Street based on resident complaints provided by Escambia County and on-site observations. Chronic flooding issues and potential corrections that can be made within the limits of the existing Massachusetts Avenue right-of-way will be identified so that they can be incorporated as part of the design.

DATA COLLECTION (6 WEEKS): Data collection will include a topographic and boundary survey within the existing Massachusetts Avenue right-of-way. It is anticipated that survey services will be provided by Pittman Glaze and Associates, Inc. KH&A's data collection will include a minimum of two (2) site walk-throughs to confirm the survey's validity and to perform visual inspections of the project limits.

KH&A will then study the provided survey and aerial topography to analyze the existing stormwater collection system, establish what drainage improvements are needed, and propose a plan for the sidewalk's geometry, taking into account a detailed review of existing drainage structures, utilities, property boundaries, and other land features that may affect the proposed conveyance system and sidewalk installation.

Sub-surface exploration will be required and is included as an allowance. Soil testing will not be required for nor is it included in this scope of work.

CONCEPTUAL DESIGN (2 WEEKS): The conceptual design phase will include development of a 30% concept plan for Escambia County review.

RIGHT-OF-WAY/ACCESS EASEMENT ACQUISITIONS: While it will be the responsibility of Escambia County to obtain all necessary land acquisitions, the engineer will assist in this effort by providing sketches, etc. as needed. Legal Descriptions and Survey Sketches can be provided by Pittman Glaze and Associates, inc. as needed for \$250.00 each.

CONSTRUCTION PLANS AND CONTRACT DOCUMENTS (10 WEEKS): The Engineer will provide design and preparation of Construction Documents in accordance with Escambia County Technical Specifications and any other necessary technical specifications based upon the approved Conceptual Plan.

Anticipated submittals include 60%, 90% and final. Review meetings will be held with Escambia County personnel at each submittal. All utilities in the project area will be notified and provided plans after County approval of the 60% documents with the purpose of soliciting utility owner's comments. Meetings will be conducted with applicable utility contacts as necessary to accomplish this effort. At the 60% and 90% design phase, a set of drawings will be provided to the involved utilities for their review and mark-up.

PERMITTING (4 WEEKS): The Engineer anticipates submittal of a Northwest Florida Water Management District permit application, Notice of Exemption, or Self Certification (as applicable). A utility permit may be required due to any utility re-locations required for the conveyance system or sidewalk installation.

LIMITED CONSTRUCTION OBSERVATION: Construction Phase services will include limited observation during construction as necessary to communicate with the county's Project Manager and/or Project Inspector regarding issues related to the design and construction. The Engineer will participate in a final walk-through inspection at the close-out of the project. As-Built drawings will be produced based upon the Contractor's marked-up drawings. Required Engineer's certification of any secured permit(s) will also be prepared at that time.

The Engineer will provide revised drawings on an as-needed basis for changes resulting from foreseeable and avoidable situations and will be available to address changes resulting from unforeseeable situations on a reimbursable basis.

## ESCAMBIA:COUNTY MANHOURAND:FEE ESTIMATE: MASSACHUSETTS:AVENUESIDEWAIKSANDORANAGELIMEROVEMENTS 2020

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HOTE: Checks for any permitting feet payable to regulatory agencies are to be handled as a reimbursable to KHA and are not included as line items in this proposal



## Providing Professional Surveying Services Since 1976 Licensed in Florida and Alabama

December 20, 2012

Nicholas King Kenneth Harne & Associates 7201 N 9<sup>th</sup> Avenue, Suite 6 Pensacola, FL 32504

Ref: Alassachusetts Avenue Drainage/Sidewalks

Dear Mr. King:

In response to your request for an estimate to supply surveying services for the referenced project, we submit the following:

#### Scope of Work

Topo R/W to R/W from "W" Street to western intersection of Pace Boulevard. Approx 3500+/- linear fect

Field Work	<u>Hours</u>	<u>Cosi</u>
I. Harisantal Control	16 hrs.	
2. GPS	5 hrs.	
3. Yertical Control (NAYD 88)	6 hrs.	
4. Locate improvements	10 hrs.	
5. Topo shots (50° grid)	<u>36 hrs.</u>	
Total Field Crew	73 hrs.	\$9,490.00
Office Work	<u>Hours</u>	Cost
I. Drafting/calculations/research	30 hrs.	\$1,650.00
2. Professional Land Surveyor/Supervision	9 hrs.	<u>\$810.00</u>
Grand Total		\$11,950.00

We appreciate this opportunity to present this proposal to you and we would look forward to working with you on the project. If you have any questions, please don't hesitate to call me.

Thank you,

David D. Glaze, P. S. M.

DDG/bo

To accept proposal and execute notice to proceed please sign, date, and	i return			_
	Signature	and	Date	
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\*Surveyor not responsible for acquiring underground utility location, but will locate all utilities flagged by clients' representatives

TERMS: Net tenth of month following purchase, unless specified otherwise. All accounts 30 days past due will be subjected to a monthly service charge of one and one half percent, with a minimum of \$0.50 until paid. This represents an annual percentage interest rate of eighteen percent.

### ESCAMBIA COUNTY ENGINEERING DEPARTMENT CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS

Project Name			the Selewarks Proposi		· · · · · · · · · · · · · · · · · · ·		<del>_</del>
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Project Manager.	_	Maunee Mortara					
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## Checklist Document Review / Signature Request

FROM	Brad Hinote / 14/1/14				
DATE	12/11/2012				
DESCRIPTION	Abbreviated A/E Selection process				
DESCRIPTION					
PROJECT	Massachusetts Avenue Sidewalks an Improvements Project – CRA project		nge		
DEADLINE	Earliest convenience				
ACTION NEEDED	Review and provide 3 A/E's to select from				
ROUTING NOTES					
ROUTED THRU:					
ROBIN		DATE			
ROUTED THRU: SUPERVISOR	Joy Jones	DATE	12/11/12		
APPROVED BY:	100		, ,		
JOY BLACKMON	W3-	DATE	12/13/12		
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JOY'S COMMENTS					
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Updated 10/17/11

#### **Abbreviated A&E Selection Checklist**

Projec	Name: Massachusetts Avenue Sidewalks and Drainage Improvements
	ENG#: 1714
•	The assigned PM and/or project owner shall draft an informal scope for committee members: Engineering Division Managers (Joy Jones and Rich Andrews), Traffic Division Manager (Colby Brown), and the assigned Project Manager from Engineering and/or Traffic.  Date:
•	The County Engineer ( Joy Blackmon) and the Assistant County Administrator (Larry Newsom) shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xis) while considering knowledge of the project, past performance, qualifications, equity of work, etc.  Date: 12:13:17
•	The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E. Date:
•	County Engineer (Joy Blackmon) will authorize the committee to proceed with the #1 A/E after review with the Assistant County Administrator (Larry Newsom).  Date:
•	Once selection is approved via CE and ACA, the PM shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.  Date:
•	Once formal scope is acceptable, PM shall request a fee proposal.  Date:
•	Schedule a Negotiation meeting.  Date:
•	The Committee shall negotiate the fee with the selected A/E.  Date:
•	Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.  Date:
	*This process should take 10 to 14 working days. Revised: 10-22-12

## Project Name: Massachusetts Avenue Sidewalks and Drainage Improvements

Date: 12/11/2012

## 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".

Œ	Construction Based Task Order – Estimated Value \$180,000	-
	Study Based Task Order – Estimated Value \$	-
	Contract Number	-
•	Committee members  Joy Jones Brad Hinote	
	Joy James Brad Hinote  James Doncar James	Aurean
•	Firms reviewed (please list all firms that were reviewed for possible consideration)  GECI  Hernandey - Colham  Key Horne	
	(Include additional access if convired)	
	(Include additional pages, if required)	
•	Ranking of final three firms  1. Ken Hirne  2. Hernan dez Calhoun  3. Geci  Motion made by: Drad Hiwfe  J 12-13-12	
•	Motion seconded by: James Dincan	
•	Vote:	
	• Unanimous •	
•	Rank/Decision date	



## Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law) Checklist

Location  Location  Location  Location
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provided is true and correct.

# Scope of Services Summary Massachusetts Avenue Sidewalks and Drainage Improvements Project Engineering-Design-ENG1714

## **Objective**

Provide engineering (study, design, and CEI services), necessary survey, subsurface exploratory services, and geotechnical (as necessary) services to develop 100% construction plans for the installation of sidewalks, a new stormwater system, and modifications to the existing stormwater system.

## **Background**

The Massachusetts Avenue segment between N. W Street and N. Pace Blvd. is prone to flooding due to an insufficient stormwater conveyance system. The potential improvements to alleviate flooding include installation of a stormwater conveyance system that will discharge to the existing system located in the eastern portion of the project.

In addition, a sidewalk is proposed for the same segment of Massachusetts Avenue as the above mentioned drainage project. The sidewalks shall be incorporated into the drainage design with the expectation that both will be constructed as part of one work order.

## Scope of Services

- 1. The analysis of the existing storm system along Massachusetts between N. W Street and N. Pace Blvd. Determination should be made whether the existing system can be retained and used in conjunction with the proposed system or if the entire system should be replaced.
- 2. 100% permitted construction plans for a stormwater system that will alleviate flooding caused by the 25 yr design storm event. This will include all necessary coordination meetings (30, 60, 90%), utility coordination, permitting, and limited CEI services. This design project will adhere primarily to the Escambia County Technical Specifications and any other necessary tech specs. The engineer shall accommodate the sidewalk improvements within the drainage design.
- 3. ROW acquisition assistance may be needed (legal descriptions, sketches, etc)

#### **Funding Source**

This project is being funded through the Escambia County CRA program.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5843 County Administrator's Report 10. 15.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Lobbyist Registration for Larry M. Newsom, Kathleen F. Dough-Castro, Patrick

T. Johnson, and Keith T. Wilkens

From: Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Lobbyist Registration for Larry M. Newsom, Kathleen F. Dough-Castro, Patrick T. Johnson, and Keithley T. Wilkins - Larry M. Newsom, Interim County Administrator

That the Board take the following action concerning the 2014 Lobbyist Registration:

A. Approve the "Authorization to Represent the Principal before the Florida Legislature" forms for Larry M. Newsom, Interim County Administrator; Kathleen F. Dough-Castro, Public Information Manager; Patrick T. Johnson, Director, Solid Waste Management Department; and Keithley T. Wilkins, Director, Community and Environment Department; and

B. Authorize the Chairman to sign the "Authorization to Represent the Principal' forms and all related documents, as necessary.

[Funding: Annual Registration Fee of \$50 per lobbyist, Fund 001, General Fund, Cost Centers 110302, 380201, 230301, and 220101, Object Code 55501]

#### **BACKGROUND:**

In addition to the registration form required for each lobbyist, the State requires a separate ("Authorization to Represent the Principal") signed by the principal (Escambia County) at the time of application authorizing him/her to represent the County.

#### **BUDGETARY IMPACT:**

The annual registration fee is \$50 for each lobbyist. Funds for the registration cost will come from Cost Center 110302 (County Administrator), Cost Center 380201 (Public Information Office), Cost Center 230301 (Solid Waste, and Cost Center 220101 (Community and Environment Agency).

#### LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

#### **PERSONNEL:**

Larry M. Newsom, Interim County Administrator; Kathleen F. Dough-Castro, Public Information Manager; Patrick T. Johnson, Director, Solid Waste; and Keithley T. Wilkins, Director, Community and Environment Agency; will be making several trips to Tallahassee, Florida during the legislative session to meet with Legislator's on Escambia County's behalf.

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

## **IMPLEMENTATION/COORDINATION:**

The various departments will be responsible for coordinating and making their travel arrangements.

## **Attachments**

Lobbyist Form Larry M. Newsom.pdf
Lobbyist Form Kathleen F. Dough-Castro
Lobbyist Form Patrick T. Johnson.pdf
Lobbyist Form Keithley T. WIlkins

## LOBBYIST REGISTRATION BEFORE THE FLORIDA LEGISLATURE

To register, a lobbyist must submit a separate registration form, an authorization form, and the annual registration fee for each principal represented to the Lobbyist Registration Office.

A "Principal" means the firm, corporation or other entity that has employed or retained a lobbyist.

Each principal is required to identify and designate its "main business" on the lobbyist's authorization form. To do so, use the North American Industry Classification System (NAICS), a six-digit numerical code that describes the principal's main business. Obtain the codes from the U.S. Census Bureau's website at http://www.census.gov/naics/2007/NAICO607.HTM

Lobbyists must maintain a current mailing address, phone number, and their current lobbying firm at all times with the Lobbyist Registration Office. Including the principal's telephone number on the registration form will ensure its transference to the Compensation Report and the Annual Renewal form.

Lobbyists who no longer represent a principal must promptly cancel their registration on a cancellation form furnished by the office. A principal may also cancel a lobbyist's registration by notifying the office in writing that the lobbyist is no longer authorized to represent the principal.

Each lobbying firm is required to file a compensation report quarterly via the Lobbyist Registration Office's electronic filing system. "Lobbying firm" means an association, a corporation, or any other business entity, including an individual contract lobbyist, that receives or becomes entitled to receive any compensation for the purpose of lobbying, where any partner, owner, officer, or employee of the business entity is a lobbyist. "Lobbying firm" does not include an entity that has "employees" who are lobbyists as long as the entity does not derive compensation from principals for lobbying, or such compensation is received exclusively from a subsidiary corporation of the employer. Unless you are an employee of the principal that you lobby for and you receive a W-2 form from that principal, it is probable that you are either an individual contract lobbyist or you work for a lobbying firm and you must list a lobbying firm on the registration form.

Be advised that a registration is not effective until all of the required items have been received by the Lobbyist Registration Office.

A person convicted of a felony after January 1, 2006, may not register as a lobbyist until that person has been released from incarceration and supervision, has paid all costs and restitution, and has had his or her civil rights restored.

Registration and other forms are available on the legislative website at http://www.leg.state.fl.us/lobbyist.

Contact the Lobbyist Registration Office for further assistance.

## Lobbyist Registration Form for The Florida Legislature Calendar Year 2014

Lobbyists must submit a completed registration form, authorization form and the registration fee <u>prior</u> to lobbying The Florida Legislature. Registration information must be stated under oath. Do not lobby until the registration is effective.

If this is *not* a "joint" registration for the Senate and House, select one chamber and pay fee accordingly: Senate D OR House D

PART 1: MAREL Lobbyist's full, legal name: Lobbyist's Business Address: City, State, and Zip Code 1850, 595-4 **Lobbyist's Phone Number: PART 2: Principal Represented:** (State one principal per form) 221 PALAFOX PLACE Principal's Business Address: JORU<u>DA 32502</u> Principal's Phone Number: **PART 3:** Lobbying Firm: (If none, you must write "NONE") **Lobbying Firm's Business Address:** City, State, and Zip Code **Lobbying Firm's Phone Number: PART 4:** State the name and extent of any direct business association or partnership you have with any member of the Legislature: (Leave blank if not applicable.)

LRO Form 1 (Rev. 1/2013)

I do solemnly swear that all of the foregoing facts are true	and correct. Further, I swear that:
I have not been convicted of a felony after Janu	uary 1, 2006; or,
	1, 2006, but I have (1) Had my civil rights restored; (2) Been released from on; and (3) Paid all court costs and court-ordered restitution.
l do solemnly swear that	all the foregoing facts are true and correct
Jan 1	March A
ÖRIGINAL	SIGNATURE OF LOBBY(ST
STATE OF FLORIDA COUNTY OFESCAMBIA	
Sworn to (or affirmed) and subscribed before me this $\_$	day of MARCH 20 14, by LARRY M. NEWSOM
Personally known OR Produced identification Notary Signature Angela Crawley	Type of Identification Produced
Print, Type or Stamp Name of Notary	(Seal or Stamp) ANGELA CRAWLEY  Notary Public-State of Florida  Comm. Exp. July 28, 2015  Comm. No. EE 116706

#### INSTRUCTIONS FOR COMPLETING LEGISLATIVE BRANCH LOBBYIST REGISTRATION

#### WHO MUST REGISTER?

Lobbyists who go before The Florida Legislature must register with the Lobbyist Registration Office before lobbying. Refer to Section 11.045, F.S. and Joint Rule One of the Legislature for the registration and reporting requirements of persons who register to lobby The Florida Legislature.

A person convicted of a felony after January 1, 2006, may not register as a lobbyist until that person has been released from incarceration and supervision, has paid all costs and restitution, and has had his or her civil rights restored.

#### **HOW DO I REGISTER?**

Lobbyists must submit a separate registration form, authorization form and the annual registration fee for each principal represented. Including the principal's telephone number on the registration form will ensure its transference to the Compensation Report and the Annual Renewal form.

The joint Senate and House fee is \$50 for a lobbyist's first registration and \$20 for each additional registration for that lobbyist. Make checks payable to The Florida Legislature.

(If a lobbyist is <u>not</u> registering jointly for both the Senate and the House, check the applicable chamber on pg.1 and pay \$25 for the lobbyist's first registration and \$10 for each additional registration for that lobbyist.)

State employees must use the following benefiting codes to pay the registration fee by Journal Transfer (JT): BF Org-11323255000, BF EO-11, BF Obj-001055, BF Cat-000100. Purchase orders are not accepted. Employees specified in Joint Rule 1.3(2) may be exempt from the registration fee, provided they are designated in writing by the agency head or person designated in Joint Rule 1.3(2). The JT or the fee exemption letter must be submitted with the registration or it will be returned.

Registrations are not effective until the required forms and the fee have been received in good order by the office. All requested information must be completely filled out, and the lobbyist's original notarized signature is required. Incomplete registrations will be returned.

#### WHAT IS A LOBBYING FIRM?

"Lobbying Firm" means any business entity—including an individual contract lobbyist—that receives or becomes entitled to receive any compensation for the purpose of lobbying, where any partner, owner, officer, or employee of the business entity is a lobbyist. If lobbying firm is applicable, the firm's information must be stated in Part 3 of the registration form. Lobbying firms are responsible for filing quarterly compensation reports electronically. The fine for late filing is \$50 per day for each late day.

"Lobbying Firm" does not mean a salaried in-house lobbyist for a governmental entity, an association, or a corporation or other business entity that does not derive compensation from principals for lobbying. If lobbying firm is not applicable, "NONE" must be stated in Part 3 of the registration form. Unless you are an employee of the principal that you lobby for and you receive a W-2 form from that principal, it is probable that you are either an individual contract lobbyist or you work for a lobbying firm and you must list a lobbying firm on the registration form.

#### **CHANGES OR CANCELLATIONS:**

Lobbyists must report any changes to the information provided on the registration form to the Lobbyist Registration Office in writing within 15 days on a "Change of Information" form.

Lobbyists must promptly cancel a registration upon termination of representation of a principal on a "Cancellation" form. A principal may also cancel a lobbyist's registration by written notification. Cancellations take effect the day they are received by the office. A lobbyist's lobbying firm is responsible for filing all Quarterly Compensation Reports represent a principal.

Submit completed registration to the Lobbyist Registration Office, 111 W. Madison St. Rm G-68, Tallahassee FL 32399-1425

## Authorization to Represent the Principal before The Florida Legislature

At the time of registration, a lobbyist must provide authorization to represent the principal.

Type or print clearly the principal represented and the name of the lobbyist as they are shown on the registration form.

Also provide the North American Industry Classification System (NAICS) six-digit numerical code that most accurately describes the principal's main business. This designation by the principal is a mandatory requirement before a lobbyist can register for that principal. A principal may obtain its six-digit code from the website of the U.S. Census Bureau at http://www.census.gov/naics/2007/NAICO607.HTM

This authorization to represent the principal before the Legislature will be carried forward each calendar year if the renewal form submitted by this lobbyist indicates "Yes" to renew the principal for the next year. The authorization is carried forward until the principal is canceled by either the lobbyist or the principal. Cancellation of a registration by the lobbyist must be done on a Cancellation form furnished by the office (available on the legislative web site at www.leg.state.fl.us/lobbyist). Cancellation of a lobbyist's registration by the principal must be provided by written notice to the Lobbyist Registration Office.

LARRY MARKL NEWSOM	is hereby authorized to represent
Lobbyist's Name (exactly as stated on Part 1 of Registration form)	,
ESCAMBIA COUNTY BOAZD OF COUNTY COMMISS	Sign &&S before The Florida Legislature.
Principal Represented (exactly as stated on Part 2 of Registration fo	rm)
	anaa -
Valid NAICS 6-digit numerical code for Principal's main business:	21120
City D. L. W. Dansey and Mark	
Signature of the Principal's Representative	
Lumon J. MAY, CHAIRMAN	
Print name of the Principal's Representative	
ESCAMBIA COUNTY COMMISSIONER, DISTRICT 3	
Print Title of the Principal's Representative	
·	
Date Authorized to Register	

SUBMIT THIS AUTHORIZATION FORM WITH THE REGISTRATION FORM AND FEE

#### LOBBYIST REGISTRATION BEFORE THE FLORIDA LEGISLATURE

To register, a lobbyist must submit a separate registration form, an authorization form, and the annual registration fee for each principal represented to the Lobbyist Registration Office.

A "Principal" means the firm, corporation or other entity that has employed or retained a lobbyist.

Each principal is required to identify and designate its "main business" on the lobbyist's authorization form. To do so, use the North American Industry Classification System (NAICS), a six-digit numerical code that describes the principal's main business. Obtain the codes from the U.S. Census Bureau's website at http://www.census.gov/naics/2007/NAICO607.HTM

Lobbyists must maintain a current mailing address, phone number, and their current lobbying firm at all times with the Lobbyist Registration Office. Including the principal's telephone number on the registration form will ensure its transference to the Compensation Report and the Annual Renewal form.

Lobbyists who no longer represent a principal must promptly cancel their registration on a cancellation form furnished by the office. A principal may also cancel a lobbyist's registration by notifying the office in writing that the lobbyist is no longer authorized to represent the principal.

Each lobbying firm is required to file a compensation report quarterly via the Lobbyist Registration Office's electronic filing system. "Lobbying firm" means an association, a corporation, or any other business entity, including an individual contract lobbyist, that receives or becomes entitled to receive any compensation for the purpose of lobbying, where any partner, owner, officer, or employee of the business entity is a lobbyist. "Lobbying firm" does not include an entity that has "employees" who are lobbyists as long as the entity does not derive compensation from principals for lobbying, or such compensation is received exclusively from a subsidiary corporation of the employer. Unless you are an employee of the principal that you lobby for and you receive a W-2 form from that principal, it is probable that you are either an individual contract lobbyist or you work for a lobbying firm and you must list a lobbying firm on the registration form.

Be advised that a registration is not effective until all of the required items have been received by the Lobbyist Registration Office.

A person convicted of a felony after January 1, 2006, may not register as a lobbyist until that person has been released from incarceration and supervision, has paid all costs and restitution, and has had his or her civil rights restored.

Registration and other forms are available on the legislative website at http://www.leg.state.fl.us/lobbyist.

Contact the Lobbyist Registration Office for further assistance.

## Lobbyist Registration Form for The Florida Legislature Calendar Year 2014

Lobbyists must submit a completed registration form, authorization form and the registration fee <u>prior</u> to lobbying The Florida Legislature. Registration information must be stated under oath. Do not lobby until the registration is effective.

If this is *not* a "joint" registration for the Senate and House, select one chamber and pay fee accordingly: Senate OR House

PART 1:	
Lobbyist's full, legal name:	KATHLEEN FRANCES DOUGH CASTRO
Lobbyist's Business Address:	221 PALAFOX PLACE 440 FLOGR PENSACOLA, FL 32501
Lobbyist's Phone Number:	City, State, and Zip Code (850) 595 - 3474
PART 2:	
Principal Represented: (State one principal per form)	ESCAMBIA COUNTY, FL
Principal's Business Address:	221 PALAFOX PLACE
Principal's Phone Number:	PENSACOLA, FL 32501 City, State, and Zip Code (860), 595-3474
PART 3:	
Lobbying Firm: (If none, you must write "NONE")	BOORE
Lobbying Firm's Business Address:	
	City, State, and Zip Code
Lobbying Firm's Phone Number:	()
PART 4:	
State the name and extent of any direct business association or partnership you have with any member of the Legislature: (Leave blank if not applicable.)	3000

LRO Form 1 (Rev. 1/2013)

Tuo soleminy swear that all of the foregoing facts are true a	nd correct. Further, I swear that.
I have not been convicted of a felony after Janua	ry 1, 2006; or,
	, 2006, but I have (1) Had my civil rights restored; (2) Been released from a; and (3) Paid all court costs and court-ordered restitution.
Valepleen France	Il the foregoing facts are true and correct  Les Louge Casho
ORIGINALS	SIGNATURE OF LOBBYIST
STATE OF FLORIDA COUNTY OF	day of MPRCH 20 14, by KATHLEEN F. DOUGH-CASTER
Personally known OR Produced identification	Type of Identification Produced
(rocals Cra, lan	
Notary Signature Angela Crawley	
Print, Type or Stamp Name of Notary	(Seal or Stamp)
	ANGELA CRAWLEY Notary Public-State of Florida Comm. Exp. July 28, 2015 Comm. No. EE 116706

## INSTRUCTIONS FOR COMPLETING LEGISLATIVE BRANCH LOBBYIST REGISTRATION

#### WHO MUST REGISTER?

Lobbyists who go before The Florida Legislature must register with the Lobbyist Registration Office before lobbying. Refer to Section 11.045, F.S. and Joint Rule One of the Legislature for the registration and reporting requirements of persons who register to lobby The Florida Legislature.

A person convicted of a felony after January 1, 2006, may not register as a lobbyist until that person has been released from incarceration and supervision, has paid all costs and restitution, and has had his or her civil rights restored.

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The joint Senate and House fee is \$50 for a lobbyist's first registration and \$20 for each additional registration for that lobbyist. Make checks payable to The Florida Legislature.

(If a lobbyist is <u>not</u> registering jointly for both the Senate and the House, check the applicable chamber on pg.1 and pay \$25 for the lobbyist's first registration and \$10 for each additional registration for that lobbyist.)

State employees must use the following benefiting codes to pay the registration fee by Journal Transfer (JT): BF Org-11323255000, BF EO-11, BF Obj-001055, BF Cat-000100. Purchase orders are not accepted. Employees specified in Joint Rule 1.3(2) may be exempt from the registration fee, provided they are designated in writing by the agency head or person designated in Joint Rule 1.3(2). The JT or the fee exemption letter must be submitted with the registration or it will be returned.

Registrations are not effective until the required forms and the fee have been received in good order by the office. All requested information must be completely filled out, and the lobbyist's original notarized signature is required. Incomplete registrations will be returned.

#### WHAT IS A LOBBYING FIRM?

"Lobbying Firm" means any business entity—including an individual contract lobbyist—that receives or becomes entitled to receive any compensation for the purpose of lobbying, where any partner, owner, officer, or employee of the business entity is a lobbyist. If lobbying firm is applicable, the firm's information must be stated in Part 3 of the registration form. Lobbying firms are responsible for filing quarterly compensation reports electronically. The fine for late filing is \$50 per day for each late day.

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KATHLEEN FRANCES DOUGH CASTRO Lobbyist's Name (exactly as stated on Part 1 of Registration form	is hereby authorized to represent
ESCAMBIA COUNTY, FL Principal Represented (exactly as stated on Part 2 of Registration	before The Florida Legislature.
Valid NAICS 6-digit numerical code for Principal's main business:	21120
Signature of the Principal's Representative	
Lumon 3. MAY, CHAIRMAN	
Print name of the Principal's Representative	
ESCAMBIA COUNTY COMMISSIONEL DISTRIC	T3
Print Title of the Principal's Representative	
Date Authorized to Register	

#### INSTRUCTIONS FOR COMPLETING LEGISLATIVE BRANCH LOBBYIST REGISTRATION

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If this is not a "joint" registration for the Senate and House, select one chamber and pay fee accordingly: Senate D OR House D

PART 1: Patrick Thomas Johnson Lobbyist's full, legal name: **Lobbyist's Business Address:** 1850 × 937-2164 Lobbyist's Phone Number: PART 2: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Principal Represented: (State one principal per form) 221 PALAFOX PLACE, SUITE 400 Principal's Business Address: PENSACOLA, FL 32502 PEN SACOLA, FL 32502
City, State, and Zip Code 1850 | 595-4902 Principal's Phone Number: **PART 3:** 3001 **Lobbying Firm:** (If none, you must write "NONE") Lobbying Firm's Business Address: City, State, and Zip Code Lobbying Firm's Phone Number: PART 4: State the name and extent of any direct business association or partnership you have with any member of the Legislature: (Leave blank if not applicable.)

LRO Form 1 (Rev. 1/2013)

do solemnly swear that all of the foregoing facts are true and correct	: Further, I swear that:
I have not been convicted of a felony after January 1, 2006,	; or,
I have been convicted of a felony after January 1, 2006, but incarceration and any postconviction supervision; and (3) P	t I have (1) Had my civil rights restored; (2) Been released from Paid all court costs and court-ordered restitution.
I do solemnly swear that all the foreg	going facts are true and correct
Patrick J. Joh	
ORIGINAL SIGNATUR	RE OF LOBBYIST
STATE OF FLORIDA COUNTY OF ESCAMBIA	
Gworn to (or affirmed) and subscribed before me this $10^{++}$ day of $\tilde{f}$	EBEUPE 20 14, by PATEICK T. JOHNSON
Personally known OR Produced identification Type	of Identification Produced
Parcel Cralay	
Notary Signature	
Print, Type or Stamp Name of Notary	(Seal or Stamp)
Angela Crawley	ANGELA CRAWLEY Notary Public-State of Florida Comm. Exp. July 28, 2015 Comm. No. EE 116706

## LOBBYIST REGISTRATION BEFORE THE FLORIDA LEGISLATURE

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PATRICK THOMAS JOHNSON	is hereby authorized to represent
Lobbyist's Name (exactly as stated on Part 1 of Registra	ation form)
ESCAMBIA COUNTY BOOKD OF CO	LATT COMMUSIONEES before The Florida Legislature.
Principal Represented (exactly as stated on Part 2 of Re	egistration form)
	921127
Valid NAICS 6-digit numerical code for Principal's main busine	ess:
Signature of the Principal's Representative	
Luma J. MAY CHAIRMAN	
Print name of the Principal's Representative	
ESCAMBIA COUNTY COMMISSIONEL	DISTRICT 3
Print Title of the Principal's Representative	
Date Authorized to Register	

#### LOBBYIST REGISTRATION BEFORE THE FLORIDA LEGISLATURE

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If this is **not** a "joint" registration for the Senate and House, select one chamber and pay fee accordingly: Senate **OR** House **D** 

PART 1:	
Lobbyist's full, legal name:	Keithley Townsend Wilkins
Lobbyist's Business Address:	Pensucola, FL 32502
	City, State, and Zip Code
Lobbyist's Phone Number:	(850) 595-4988
Part 2:	
Principal Represented: (State <i>one</i> principal per form)	Escambia County BOCC
Principal's Business Address:	As above  City, State, and Zip Code
Principal's Phone Number:	()
PART 3:	4 / 24 2
Lobbying Firm: (If none, you must write "NONE")	None
Lobbying Firm's Business Address:	
	City, State, and Zip Code
Lobbying Firm's Phone Number:	
Part 4:	
State the name and extent of any direct business association or partnership you have with any member of the Legislature:	

LRO Form 1 (Rev. 1/2013)

I do solemnly swear that all of the foregoing facts are true and correct. Further, I swear that:
I have not been convicted of a felony after January 1, 2006; or,
I have been convicted of a felony after January 1, 2006, but I have (1) Had my civil rights restored; (2) Been released from incarceration and any postconviction supervision; and (3) Paid all court costs and court-ordered restitution.
I do solemnly swear that all the foregoing facts are true and correct
Kill hit.
ORIGINAL SIGNATURE OF LOBBYIST
STATE OF FLORIDA ESCAMBIA
Sworn to (or affirmed) and subscribed before me this 3 day of MRCH 2014, by KEITHLEY TO WILKING
Personally known OR Produced identification Type of Identification Produced
Ingels Crailey
Notary Signature  Angela Crawley
Print, Type or Stamp Name of Notary (Seal or Stamp)
ANGELA CRAWLEY  Notary Public-State of Florida
Gomm. Exp. July 28, 2015  Comm. No. EE 116706

#### INSTRUCTIONS FOR COMPLETING LEGISLATIVE BRANCH LOBBYIST REGISTRATION

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Kerthley Toursend Wilkins Lobbyist's Name (exactly as stated on Part 1 of Registration form)	_ is hereby authorized to represent
ESCAMBIA COUNTY BOPRD OF COUNTY Commine Principal Represented (exactly as stated on Part 2 of Registration form	
Valid NAICS 6-digit numerical code for Principal's main business:	2 1 1 2 6
Signature of the Principal's Representative	
Print name of the Principal's Representative	
ESCAMBIA COUNTY COMMISSIONER, DIST. Print Title of the Principal's Representative	3
Date Authorized to Register	

SUBMIT THIS AUTHORIZATION FORM WITH THE REGISTRATION FORM AND FEE



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5849 County Administrator's Report 10. 16.
BCC Regular Meeting Budget & Finance Consent

**Meeting Date:** 03/18/2014

**Issue:** Change Order to Baskerville-Donovan, Inc. on Contract PD 12-13.065 "Design

Services for OLF-X Property in Santa Rosa County"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

**CAO Approval:** 

## **RECOMMENDATION:**

Recommendation Concerning a Change Order to Baskerville-Donovan, Inc., for "Design Services for OLF-X Property in Santa Rosa County" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Interim County Administrator to execute the following Change Order to Baskerville Donovan, Inc., on Contract PD 12-13.065, "Design Services for OLF-X Property in Santa Rosa County":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Addition
Amount:	\$727,805.60
Vendor:	Baskerville-Donovan, Inc.
Project Name:	OLF-X
Contract:	PD 12-13.065
PO#:	140476
CO#:	1
Original Contract Award:	\$133,468.34
Cumulative Amount of Change Orders Through this CO:	\$727,805.60
New Contract Total:	\$861,273.94

[Funding Source: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 53101]

#### **BACKGROUND:**

Meeting in regular session on October 17, 2013, the Board approved the Design Agreement between Escambia County and Baskerville-Donovan, Inc. for the OLF (Out Lying Field)-X property in Santa Rosa County. The original scope provided engineering and surveying services to the Escambia County Public Works Department for property acquisition support necessary to purchase the subject property.

Upon Board approval, Baskerville-Donovan, Inc. will provide design services to develop the recently-purchased Santa Rosa County property as a new OLF helicopter field, which will be built to Naval Aviation Station Whiting Field's criteria. Once the new OLF is built and accepted by the United States Navy, Escambia County will be able to proceed with the development of a commerce park on the present site of OLF-8 on 9 Mile Road.

## **BUDGETARY IMPACT:**

Funds are available in Fund 102 "Economic Development", Cost Center 360704, Object Code 53101.

## **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**

Scope Phase 2 OLFX
Purchase Order 140476
PD 12-13.065 Contract
Board Action 101713

#### ESCAMBIA COUNTY

## DESIGN SERVICES FOR OLF-X PD 12-13.015 – PHASE II

#### SCOPE OF SERVICES

March 4, 2014

## **GOALS AND OBJECTIVES**

The intent of this project is to provide engineering and surveying services to the Escambia County Public Works Department for the design, permitting, and construction of an outlying advanced helicopter training facility for the United States Navy in northern Santa Rosa County. The property shall be developed to be a new outlying helicopter airfield that is built to the Naval Aviation Station Whiting Field's criteria. Once the new OLF is built and accepted by the United States Navy, the new OLF-X airfield site will be swapped with the existing OLF-8 airfield site located in Escambia County for the development of a commerce park.

## **WORK SCOPE TASKS**

## **Task 1: Navy Coordination**

The development of a student military aviator training course on the project site requires special coordination with the US Navy. From information obtained during the Due Diligence phase, the Navy has reported that officials from NAS Whiting Field Training Wing Five (TW-5) will coordinate and approve the physical improvements and construction program at OLF-X. The Consultant will provide the necessary coordination with TW-5 officials, as required to support a Land Swap Agreement. It is anticipated that this task will include the following:

- Concept Review Conference
- Draft Plan Review Conference
- Final Plan Review Conference
- Land Swap Agreement Conference

#### Task 2: Timber Removal

The Consultant will assist the County as needed to solicit, evaluate and make recommendations for a sole-source timber removal contract. The Consultant will provide intermittent site vistis, as required, to ensure that removal is proceeding in accordance with the agreement(s) and time for performance in place for this work. Any issues identified by the Consultant associated with this task will be brought to the attention of the County PM.

## **Task 3: Sub-Consultant Management**

The Consultant is responsible for managing and/or directing the project sub-consultants identified herein.

- **A.** <u>Geotechnical Investigation:</u> The purpose of this task is to complete the geotechnical investigation of surface, subsurface, and groundwater conditions. The investigation establishes final foundation, subgrade preparation, and earthwork design. For a complete description outlining the work related to the geotechnical investigation, please see the proposal from Terracon Consultants, Inc. attached as Appendix A.
- **B.** <u>NEPA Environmental Assessment</u>: The purpose of this task is to prepare the required Environmental Assessment (EA) of the property purchased for the proposed airfield development. The National Environmental Policy Act (NEPA) is a federal law establishing procedural requirements for all federal agencies to prepare EA's. In regards to this project, the EA's purpose is to describe the need and purpose of the project and the character, features, and resources of the project area and its surroundings. For a complete description outlining the work related to the NEPA Environmental Assessment, please see the proposal from Terracon Consultants, Inc., also included within Appendix A.
- C. <u>Environmental Survey</u>: The purpose of this task will provide environmental services for the proposed airfield development in Santa Rosa County. Professional services include field investigations to mitigate and relocate any threatened/endangered species found on the property prior to construction. For a complete description outlining all work related to the environmental surveys, please see the proposal from Bosso Imhof Environmental Sciences, Inc. attached as Appendix B.
- **D.** <u>Architectural Design</u>: The purpose of this task is to design the fire protection and operations building for the airfield. The scope of the architectural design is not included at this time. A revised scope describing the work associated with the architectural design will be submitted once negotiations related to the Navy's design criteria for the building have been finalized.
- **E.** Training Wing 5 Consultant: The purpose of this task is provide a liaison between the design airfield design team and the Navy design submittal process, specifically Training Wing Five (CTW-5) based at Naval Air Station Whiting Field. USMC Major Joseph Courey has a close daily working relationship with CTW-5 command. The role of Major Courey role will include direct communications with the CTW-5 Operations, and the three Helicopter Instructor Training Units at NAS Whiting Field. He will be instrumental in developing course rules to and from OLF-X, developing the layout of OLF-X for maximum training with optimum safety for Helicopter Training and the surrounding community.

## Task 4: Design and Permitting

- **A.** <u>Design Plans and Specifications:</u> Construction plans shall be developed following public input and direction from Escambia County. The plans shall be prepared for phased construction to accommodate funding and budget constraints. The construction plans shall be presented to Escambia County for review in 10%, 60%, 100% and 100% Ready to Advertise (RTA) submittal packages for each construction phase. This Scope of Work includes the work required to progress the Project through the 10% design submittal phase.
  - 1. <u>10% Construction Documents:</u> This task shall consist of reviewing the existing conditions, boundary and topographic surveys, environmental studies, utility infrastructure, geotechnical investigation of potential stormwater retention sites, and the approved Navy design criteria to create a conceptual design layout for the rotary-wing training course.
  - 2. 60% Construction Documents: This task shall consist of a review of the geotechnical report and recommendations, and preparation of 60% construction plans for the rotarywing training course. Comments from the 10% design submittal shall be incorporated into the construction plans. The airfield design shall be established based on the obtained topographic data, environmental studies, approved Navy design criteria, United Facilities Criteria (UFC) Design Standards. The drainage areas and basins will be delineated and stormwater runoff rates will be determined for the existing conditions. Drainage pipe sizes will be determined from the drainage areas. A subsurface investigation will be coordinated with a geotechnical engineering sub-consultant to determine pavement design, pipe bedding constraints and other potential problems with the existing soils. The 60% construction plans will be prepared and submitted to Escambia County for review. A meeting will be conducted with Escambia County staff to discuss the prepared submittal and design issues prior to proceeding with the subsequent design phase.
  - 3. 100% Construction Documents: This task shall consist of preparation of 100% construction plans. Review comments from the 60% submittal will be incorporated into the plans. Storm events shall be routed through the drainage facilities and the location and size of proposed drainage improvements shall be finalized. Utility conflicts shall be coordinated with the existing utility providers. The 100% construction plans will be prepared and submitted to Escambia County for review. A meeting will be conducted with Escambia County staff to discuss the prepared submittal and design issues prior to proceeding with the subsequent design phase.
  - 4. 100% Ready to Advertise (RTA) Construction Documents: This task shall consist of preparation of 100% RTA construction plans. Review comments from the 100% submittal and utility providers shall be incorporated. No additional technical specifications will be provided. A cost estimate will be prepared and submitted with the 100% RTA construction plans to Escambia County for review. The Florida Department of Environmental Protection (FDEP) Notice of Intent and Stormwater Pollution Prevention Plan will be prepared for submission. A meeting will be conducted with Escambia County staff to discuss the project and construction schedule.

- **B.** <u>Utility Coordination:</u> The utility providers shall be notified of the proposed design and construction. Utility maps will be obtained and compared with field located improvements. Design of the drainage improvements will be coordinated with the utility providers. Plansin-hand walk through meetings will be scheduled and coordinated with the utility providers prior to final plan development for each phase of construction.
- **C.** <u>Permitting</u>: Permit applications for the improvements will be prepared and submitted to the appropriate State and County agencies. The application package will include the design documents and supporting calculations. The submittal package will be coordinated with the permit regulator including responses to requests for additional information.
- **D.** Cost Estimate: The Consultant shall provide a personal opinion of construction costs for design levels listed below. The projected overall construction estimates shall be balanced against the appraised value of the existing OLF-8 airfield. Per Navy guidelines, the construction value of the proposed OLF-X airfield should be generally equivalent to the Appraised value of OLF-8 to complete the land swap. This task shall ensure the scope of OLF-X remains comparable to the value of OLF-8.

The consultant will be responsible for updating the conceptual construction cost estimate, (from Due Diligence Phase); at the following intervals:

- 1. Final Navy Coordination Meeting
- 2. 10% Design Stage
- 3. 60% Design Stage
- 4. 100% Design Stage
- 5. 100% RTA Design Stage

The final EOPCC estimate shall be included with the final bid package. Cost Estimate format, contingencies, activity classification, etc. shall conform to any special requirements requested by the Navy.

**E.** <u>Land Swap Agreement</u>: The Consultant shall negotiate and coordinate between Escambia County staff and Navy personnel in authoring a land swap agreement between the two parties. This task also includes support necessary to complete the acquisition of surface rights from the current rights holders.

## **Task 5: Project Management**

This task will include support for the County Project Manager as necessary to ensure that the various elements of the project are properly coordinated. This item includes the following activities:

**A.** <u>Scheduling</u>: The consultant will develop, maintain and provide monthly updates for a comprehensive CPM project schedule. Each update will include notes identifying major

changes to the schedule, any changes to CPM activities, and the reasons for the (annotated) change. The consultant will assist the County, as directed, to ensure that schedules are properly communicated to project stakeholders.

**B.** <u>Meetings</u>: The consultant shall schedule and attend all meetings associated with the work identified under this task. Meeting attendance records, notes and handouts/materials shall be maintained by the consultant and be available to County staff upon request. In addition to any production-related meetings identified herein, the consultant shall support the County Project Manager, as requested, in any informal stakeholder meetings or conferences.

## **DELIVERABLES AND SCHEDULE**

One (1) paper copy and one digital copy (PDF format) of each submittal shall be provided to Escambia County for review and approval. The 10%, 60% 100%, and 100% RTA drawing sets shall be presented on half size (11"x17") sheets. Following approval by Escambia County, four (4) full size sets of final construction plans and one (1) digital copy in AutoCAD format will be provided to Escambia County.

The construction plans for the airfield training facility will be submitted within one (1) year from the Notice to Proceed. Construction plans for all other tasks will be submitted within two (2) years from the Notice to Proceed.

Permits will be processed concurrently with the construction plans. Schedules are dependent on delivery of field surveys, timber removal, environmental studies, and project reviews by Escambia County. One (1) original and one (1) paper copy of relevant permits, including but not limited to the ERP permit application, and Stormwater Management Plan along with the associated calculations and drawings shall be provided to Escambia County.

## FEE STRUCTURE

Lump sum of \$727,805.60.

	DESIGN SERVICES FOR OLF-X PD 12-13.015 - PHASE II	Construction, Engineering and Project Management		FEE				\$ 31,793.50		(4)		\$ 486,005.60	\$ 486,005.60		\$ 22,500.00		\$ 105,300.00			\$ 241,800.00	\$ 727.805.60		1.32%	10%	
				TOTAL			510	350	140	3700	200	2400													
				ADMIN SERVICES	\$40.00		10	50	20	100	300	480		FEE (TERRACON)	(NO	(NO									
				SURVEY FIELD CREW	\$115.00								ATON FEE		) )C.)	H COUREY)									
				SURVEYOR AND MAPPER	\$85.32								TOTAL LUMP SUM ENGINEERING SITE DESIGN AND COORDINATON FEE	OPTIONAL SERVICES TOTAL GEOTECHNICAL FEE (TERRACON) TOTAL GEOTECHNICAL FEE (TERRACON) TOTAL PHASE I ENVIRONMENTAL SITE ASSESSMENT (NEPA) FEE (TERRACON) TOTAL ENVIRONMENTAL SURVEYS (BOSSOIMHOFF) TOTAL ARCHITECTURAL DESIGN FEE (CALDWELL AND ASSOC.)			IC MAJOR JOSEP								
				SR SURVEYOR AND MAPPER	\$130.00												JRVEYS (BOSSO/	TOTAL ENVIRONMENTAL SURVEYS (BOSSO/IMHOFF) TOTAL ARCHITECTURAL DESIGN FEE (CALDWELL AND ASSOC.) TOTAL NAVY CTW-5 CONSULTANT FEE (USMC MAJOR JOSEPH COUREY) TOTAL OPTIONAL SERVICES							
				CEI INSPECTOR	\$73.17								SUM ENGINEE				ONMENTAL SI				MATED FEE	ATE	į	NIK	
				CADD/ DESIGNER	\$60.00					1000		1000	TOTAL LUMP	OPTIONAL TOTAL GEOT TOTAL PHAS	TOTAL ENVI	TOTAL ARCH	TOTAL NAVY	TOTAL OPTIC	TOTAL ESTIMATED FEE	OVERHEAD RATE	FCCM	PROFIT MARGIN			
				PROJECT ENGINEER	\$89.94		9	200	100	1450	50	1900													
				PROJECT MANAGER	\$111.98		200	20	80	200	250	1220													
				SENIOR ENGINEER	\$124.13		200	50		450	100	800													
						b. Airtield Design	Navy Coordination	Timber Removal Coordination	Sub-Consultant Management	Design and Permitting		Subtotal													

## Appendix A

## Geotechnical Survey and Environmental Assessment Proposal



Baskerville Donovan, Inc. 449 West Main Street Pensacola, FL 32502

Attn: Mr. Brian Walker, P.E. P: (850) 438-9661

E: bwalker@baskervilledonovan.com

Re: Proposed Geotechnical Engineering and Environment Assessment (EA) Services

OLF-X

Santa Rosa County, Florida

Terracon Proposal No. PEA140011

Dear Mr. Walker:

We appreciate the opportunity to provide geotechnical engineering and environmental assessment (EA) services for the above referenced project. This document provides our understanding of the project, our planned work scope and associated fees, and our terms and conditions associated with the performance of this work.

## 1.0 PROJECT INFORMATION

#### 1.1 Site Location

ITEM	DESCRIPTION						
Location	Section 32, Township 4 North, Range 29 West						
Location	Santa Rosa County, Florida						
Existing improvements	None						
Current ground cover	Partial farmland, partially wooded						
Existing topography	Relatively level						

Terracon Consultants, Inc. 9900 North Davis Highway Pensacola, Florida 32514
P [850] 477 0454 F [850] 477 0534 terracon.com

### **Proposal for Geotechnical Engineering and EA Services**

OLF-X Santa Rosa County, Florida

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## 2.0 GEOTECHNICAL SCOPE OF SERVICES

The project will consist of field exploration and laboratory testing under the guidance of a geotechnical engineer or geologist to characterize the subsurface conditions and geotechnical engineering to develop geotechnical design and construction recommendations. The following sections provide an overview of the work scope for each of these aspects of the project.

## 2.1 Field Exploration

Our field exploration work includes the drilling and sampling of exploratory soil borings. The following boring schedule is planned:

Number of Borings	Boring Depth	Planned Location					
1	50	Pinnacle Landing Pad					
2	20	Asphalt Helipads					
1	20	Electrical Transformer					
1	30	Fueling Station					
16	15	Asphalt Helicopter Runway					
1	20	Confined Area Landing Zone					
8	10	Gravel Roadway					
7	10	Asphalt Airfield Access Roadway					
5	10	Buried Electrical Line					
4	15	Airfield Gravel Activity Marker					
16	10	Accident Potential Zone					
9	10	A.D. Kelly Road Reconstruction					

## 2.1.1 Procedures

We will locate the soil borings by field measurements with the assistance of hand-held GPS devices which are capable of locating the exploration points with an accuracy of about 10 feet. We anticipate the locations will later be surveyed by Baskerville Donovan personnel and elevations provided to Terracon.

The borings will be sampled using split spoon sampling devices consistent with ASTM D1586 and thin walled sampling devices consistent with ASTM D1587. Sample intervals will be as necessary to collect the required data for design, but in no case greater than 5 feet on center.

## **Proposal for Geotechnical Engineering and EA Services**

OLF-X ■ Santa Rosa County, Florida

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The field exploration will also include observations for groundwater. This will occur during the exploration program while the borehole is being advanced. No provisions have been made to collect water level data other than the observations made during the advancement of the borings.

#### 2.1.2 Site Access

We expect that the site is accessible to our Truck-Mounted drilling equipment and no site clearing, wet ground conditions, tree or shrub clearing, repair of landscape damage or location of underground utilities beyond contacting Sunshine 811 is required. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

In order to conduct our exploration of the project site, we must be granted access by the property owner. By acceptance of this proposal without information to the contrary, we consider that you have provided access to our exploration equipment for the conduct of our work consistent with the agreed work scope.

## 2.1.3 Property Disturbance

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities, such as rutting of the ground surface. However, in the normal course of our work some such disturbance will occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

All borings will be backfilled immediately after their completion with auger cuttings. Excess auger cuttings will be disposed of on the site by spreading in the area of each exploration point. Because backfill material often settles below the surface after a period of time, you should observe the exploration points periodically for signs of depressions and backfill them if necessary. We could provide this service at your request, but this would involve additional costs.

## 2.1.4 Safety

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a site-specific safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards

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remains. Also, we are not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope considers that standard Type D Personal Protection Equipment (PPE) is appropriate.

#### 2.2 Laboratory Testing

Representative soil samples will be tested in our laboratory to determine pertinent engineering characteristics. Based on our observation and the field data, the following tests may be performed on portions of recovered soil samples:

- Visual Soil Classifications (USCS)
- Moisture Content Tests
- Sieve (particle size) Analysis
- Atterberg Limits Tests
- Soil Thermal Resistivity Tests
- Topsoil Analysis
- Corrosion Potential Tests
- Proctor Tests
- LBR Tests

Our laboratory procedures will follow ASTM and/or FM standards. The types or actual number of laboratory tests cannot be predicted. The project engineer will review the field data from the exploration, and then assign the types and numbers of tests. Our fees have been developed with an assumption of typical types and numbers of tests for a project of this nature in this location. In the event additional testing is necessary we will notify you of this need prior to initiating the additional testing.

#### 2.3 Geotechnical Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer. The engineer will develop an analysis of subsurface conditions, perform the engineering calculations necessary to evaluate foundation alternatives and develop appropriate geotechnical engineering design criteria for earth connected phases of the project. At the completion of our engineering analyses, we will prepare a geotechnical engineering report that provides the following:

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- 1. Soil boring logs with field and laboratory data, soil stratification based on visual soil classification
- Groundwater levels observed during and after completion drilling
- 3. Site and Boring location plans
- 4. Subsurface exploration procedures
- Description of subsurface conditions
- 6. Recommended foundation options and engineering design parameters
- 7. Estimated settlement of foundations
- 8. Subgrade preparation/earthwork recommendations
- 9. Recommended pavement options and design parameters.

Our work requires exploration and testing, and it is collaborative in nature. As we develop an understanding of the site's geotechnical characteristics and consider design options, we will collaborate with you as a part of your design team. To facilitate this collaboration, if the project conditions dictate the need, we will issue a preliminary site characterization report that addresses ltems (1) through (5) above for purposes of subsequent collaboration with the design team prior to issuing a final Geotechnical Engineering Report that will include all items listed above.

# 3.0 PRELIMINARY ENVIRONMENTAL ASSESSMENT (EA) SCOPE OF SERVICES

### 3.1 Project Approach

We understand a detailed scope has not been established at this time. Once provided, we request that Terracon be provided the opportunity to review the attached scope and provide modifications, as necessary, to complete the study per the requirements. At this time, Terracon proposes to coordinate with the members of Escambia County and the Navy to confirm the proposed approach and receive advanced instruction at the earliest stages of the project. Terracon will also prepare letters for consultation with appropriate Federal, State, and local entities to obtain their comments regarding potential impacts of the proposed action; and to obtain information on permits and approvals that may be required. We propose to have an initial meeting with each agency to discuss the project and request input on the approach and format for presenting data. The proposed EA will rely on literature review and site reconnaissance, rather than extensive field studies, to establish baseline conditions and assess impacts. Non-invasive measures only will be utilized to gather the appropriate baseline data. The following Seven Tasks will be completed in order to prepare the above noted EA report.

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### Task 1: Purpose and Need and Project Background & Existing Conditions

The purpose of providing the project background and existing conditions is to describe the purpose and need of the project, the character, features, and resources of the project area and its surroundings. In particular, this section will describe the trends that are likely to continue without the progression of the project. This section will finally describe the need for the proposed project by focusing on the project's overall objectives/goals.

In addition to describing the current state of the subject property, Terracon will identify historical documents that have been prepared for the subject property. The purpose is to gather information which may provide previously identified issues that should be addressed when identifying potential impacts.

#### **Task 2: Impact Identification**

The primary purpose of an EA is to identify potential impacts to the property and surroundings as a result of the proposed actions of the project. This section will identify those impacts as they relate to and potentially affect the environment, socioeconomics, cultural resources, historical resources, hazardous materials, as well as the project infrastructure. The impacts will be identified as either beneficial or adverse and the conditions that would change as a result of those impacts.

The impact identification will be conducted first and foremost by conducting a site reconnaissance of the subject property. The purpose is to visually identify any potential impacts as a result of the project progression as well as to identify areas where further investigation is required. For items requiring additional investigation, Terracon will conduct searches with the relevant agencies. The following are the specific items for which the EA will address along with whether those items will be conducted through the site reconnaissance or through contacting the appropriate agency:

- Historic Preservation
  - o Review of National Register of Historic Places
  - o Contact Georgia Historic Preservation Society
- Floodplain Management
  - Review of FEMA Floodplain Maps
- Wetlands Protection
  - o Review of National Wetlands Inventory
- Coastal Zone Management Act
  - Conducted through Site Reconnaissance
- Sole Source Aquifers
  - Contact U.S. Geologic Survey

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- o Contact Georgia Geologic Survey
- Endangered Species Act
  - Conduct Site Reconnaissance Survey of Potential Habitats
  - o Contact Department of Natural Resources
- Wild and Scenic Rivers Act
  - Contact Department of Natural Resources
- Air Quality
  - Review permitted emissions sources within 1 mile of subject property
- Farmland Protections Policy Act
  - Conducted Site Reconnaissance
- Environmental Justice
  - Conducted through Property Deed Research for Environmental liens.
- Noise Abatement and Control
  - Analyze potential noise levels generated by project activities and surrounding activities.
- Toxic/Hazardous/Radioactive Materials, Contamination, Chemicals or Gases
  - o Conducted through Site Reconnaissance
  - Conduct review of Historical Environmental Documents
- Airport Clear Zones and Accident Potential Zones
  - o Conducted through Site Reconnaissance
- Land Development
  - o Review Urban Planning Guide
  - o Conduct Site Reconnaissance
  - o Review Soil Survey of Counties
- Socioeconomic Effects
  - o Consult local agency officials
- Community Facilities and Services
  - o Conduct Site Reconnaissance
  - Review local utility plans
  - o Review public transportation routes

#### **Task 3: Impact Assessment**

Following identification of potential impacts, the EA will evaluate and assess the significance of the impacts. Particularly, the assessment will address the significance of impacts on the human environment. Terracon will conduct the assessment from both an objective and subjective perspective in order to ensure that the best possible outcome for the project is achieved. This process will require the input and decision making of all project managers to ensure that proper discussion occurs and that the most accurate conclusions are made.

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### **Task 4: Impact Mitigation**

Based on the results of Task 3, Terracon will aggregate all of the adverse impacts that have been identified as a result of the proposed project. Terracon will analyze each adverse impacts from both an objective and subjective perspective in order to determine the degree to which each adverse effect will impact the project. In order to reduce or remove the adverse impact, Terracon will provide recommendations of feasible methods of mitigation. Mitigation measures will be analyzed for potential level of benefits as well as compounding adverse effects, such as increased expenditure or the creation of additional impacts.

#### **Task 5: Analysis of Alternatives**

In providing an efficient and effective EA, it is necessary to examine and evaluate the total project. For the purpose of this EA, Terracon will conclusively examine the build and no-build conditions and potentially examine alternative build conditions, where applicable. Terracon will then provide explicit recommendations as to the most beneficial alternative; based on the net effect of minimization of adverse impacts and maximization of beneficial impacts.

#### **Task 6: Environmental Compliance**

In order to complete the necessary environmental requirements, it will be necessary for Terracon to consult on a regular basis with the relevant agencies throughout the duration of the EA preparation to ensure compliance. In addition, guidance and appropriate permitting and agency negotiations will be suggested, as appropriate. Permit and Compliance with other Regulations and Codes - where potential Federal, State, and Local environmental permits are required, the requirement and responsible agencies will be listed. If significant concerns are identified during the assessment process, Terracon will notify the client immediately and probable actions required resolving these issues will be recommended.

#### Task 7: Report Preparation

Upon completion of all required research, interviews and site reconnaissance, Terracon will prepare the EA document. At this time, Guidance documents were not provided to Terracon. Once available, Terracon will review these documents to ensure our EA will be prepared in accordance with such requirements. Terracon will either recommend a Finding of No Significant Impact (FONSI) or a Finding of Significant Action. A recommendation of the latter may require the additional preparation of an Environmental Impact Statement (EIS) for the referenced project. It is Terracon's current opinion based on the information provided to date and the environmental risks associated with a project of this nature, that the EA prepared will recommend a FONSI.

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#### 4.0 SCHEDULE

We have developed a schedule to complete the geotechnical scope of work stated in Sections 2.1 through 2.3 based upon our existing availability at the date of this proposal. We anticipate starting the field work within about 5 working days of receiving written notice to proceed, and the field exploration will take about 5 to 6 days to complete. We will complete laboratory testing, perform the geotechnical engineering services and issue our Geotechnical Engineering Report within 30 working days of receiving written notice to proceed.

The schedule above is predicated upon our current availability and our understanding of your schedule needs. In the event the schedule provided is inconsistent with your needs, please contact us, and we will consider alternatives.

Because the scope for the EA services has not yet been fully defined, it is difficult to established a time-frame for completion of these services. Once additional guidance is received by the Navy, we will generate a schedule for completion of these services.

#### 5.0 COMPENSATION

Using our estimate of the work scope as outlined in Section 2, and our unit rates for the various work items, we have developed an estimate of fees for this project. We will provide the geotechnical services work scope as stated in Section 2.1 through 2.3 for an estimated fee of \$24,250. Our services will be billed in accordance with the approved Escambia County unit rates and loaded hourly charges. Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal.

In the event that we encounter unanticipated conditions that would require variation in the work scopes as noted in Section 2.1 through 2.3, we will notify you of this variation, and we will send a supplemental proposal stating the modified work scope as well as its impact on our fee. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement form.

As indicated above, until specific guidance is received in regards to the EA services requested, it is difficult to establish an estimated fee for our services. **Based on the scope listed above in Section 3, we estimate our fee would be between \$40,000 to \$60,000**. However, once additional guidance is available, we will be able to narrow our costs and provide a more accurate estimate for completion of these services.

OLF-X ■ Santa Rosa County, Florida

February 20, 2014 Terracon Proposal No. PEA140011



#### 6.0 AUTHORIZATION

Once authorized to proceed, we will provide a contract to you based on previously accepted terms and conditions for your signature.

We appreciate the opportunity to be of continued services to you on this project. If there are any questions regarding the attached scope, do not hestitate to contact me.

Sincerely,

Terracon Consultants, Inc.

Brian F. Gisi, P.E.

Principal

## Appendix B

Environmental Survey Proposal



February 11, 2014

Mr. Fred Donovan President Baskerville-Donovan, Inc. 449 West Main Street Pensacola, Florida, 32502

**RE:** Environmental Services Narrative Proposal

**OLF-X Site** 

S32-4N-29W, Santa Rosa County, Florida

Dear Mr. Donovan:

Bosso-Imhof Environmental Sciences, Inc. (Bosso-Imhof) is pleased to provide a proposal for professional services in support of your evaluation of the OLF-X site located in Santa Rosa County.

#### **Jurisdictional Wetland Determination**

Bosso-Imhof will conduct a thorough environmental review of the entire OLF-X site pursuant to the wetland and waters jurisdiction guidelines in State of Florida 62-330 and 62-340 F.A.C. Additionally, Federal jurisdictional wetlands and waters will be evaluated and delineated pursuant to Section 404 and Section 10 of the Clean Water Act. Wetland jurisdiction will be determined and field delineated with survey flagging tape. Each flagged position will be alpha-numerically labeled and located using a sub-meter accurate, handheld Trimble GEO-XT GPS unit. Captured data will be subsequently processed using GIS software and incorporated into our reports that will detail our findings. Maps and drawings will be furnished to team members for planning purposes.

Department of Environmental Protection and the US Army Corps of Engineers. Jurisdictional Determination Request packages will be prepared and submitted to each agency. The request packages will include maps, aerials, photographs and wetland data that substantiate our findings. Agency personnel will be accompanied and escorted throughout the property during all site inspections. Binding agency approvals will be submitted to your office upon receipt. A State jurisdictional determination petition fee of \$3,850.00 is included in our scope to initiate the jurisdictional review. Final determination statements from both agencies will be provided to the client upon issuance and receipt.

#### TASK II – Threatened/Endangered Species Survey

The survey shall include the following information: A general description of the physical condition of the site and that of the immediate surrounding area. A detailed description of the vegetation types/vegetation communities found on the site to include identification of native and protected species as well as invasive or noxious plants and weed species. An estimate on percent of coverage of the site for the various vegetative



communities, a site map showing the location and listing of protected or rare vegetation communities or individual plants. The survey will also include the approximate limits of wetlands on or abutting the site with an identification of the wetland vegetation and an estimated percent of coverage. Identification and location of the various animals or animal habitats found on the site to include birds, mammals, reptiles, amphibians and invertebrates and any Federal and/or State listed endangered, threatened or candidate species and location of any eagle nests or bird rookeries on adjacent properties.

Based on a preliminary listed species study, it was noted that the site contained suitable Gopher tortoise (GT) habitat. This species is state listed as a threatened species. Adequate pedestrian transects will be conducted to identify GT burrows and suitable habitat occurring on the site. A burrow camera will be utilized to scope all burrows for occupancy by GTs and commensal species. Florida Wildlife Conservation Commission (FWCC) game personnel will be contacted for site approval of our study methods and results. This will be performed through GT Conservation Relocation Permitting. An application to relocate the GTs will be prepared under our Gopher Tortoise Agent permit. Up to 35 GTs will be live trapped or excavated using approved FWCC techniques. Any GTs above and beyond 35 will be relocated on an amended contract. GTs will be measured, marked and transported to a long term mitigation bank in Walton County, Florida. GT mitigation bank recipient fees and FWCC mitigation contribution costs will be borne by our fee. A post action report to FWCC will be prepared and submitted to finalize permit.

Bosso-Imhof Environmental Sciences, Inc.

Patrick Imhof Environmental Scientist

Accepted and agreed by:

### **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

V	021556	
E	BASKERVILLE-DONOVAN	INC
N	449 W MAIN STREET	
D O R	PENSACOLA FL 32502	

#### **PURCHASE ORDER NO. 140476**

N	PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com	
0	CLERK OF THE COURT & COMPTROLLER	
-	HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140	
E L	PENSACOLA, FL 32502-5843	
SI	- ENGINEERING	
i	ENGINEERING DEPARTMENT	
P	3363 WEST PARK PLACE	
T 1	PENSACOLA FL 32505	1
o A	TTN: ROBIN LAMBERT	
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					TOTAL	\$ 133,468.34
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			3			
					1	

APPROVED BY

Toward

## STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

**AND** 

BASKERVILLE-DONOVAN, INC.

FOR

PD 12-13.065, Design Services for OLF-X property in Santa Rosa County

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised July 11, 2013)

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#### **AGREEMENT**

THIS AGREEMENT is made and entered into this 17th day of October, 2013, 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 Baskerville-Donovan, Inc., a for-profit corporation authorized to transact business in the State of Florida, whose address is 449 West Main Street, Pensacola, Florida 32502, and whose Federal tax identification number is 59-0857184 (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 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT</u>: Baskerville-Donovan, Inc. is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Matthew R. Mooneyham, Program Manager, Public Works. 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 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 12-13.065, Design Services for OLF-X property in Santa Rosa County.

## 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) 13-14 in the amount of One Hundred Thirty Three Thousand Four Hundred Sixty Eight Dollars and Thirty Four Cents (\$133,468.34) 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 12-13.065, Design Services for OLF-X property in Santa Rosa County, and as represented in the Consultant's Letter of Interest response to PD 12-13.065, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.
  - (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
  - (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.

- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
  - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
  - (b) The estimated construction contract price for the project described in the Agreement is \$To Be Determined.
- 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 <u>COMPENSATION</u>: The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of One Hundred Thirty Three Thousand Four Hundred Sixty Eight Dollars and Thirty Four Cents (\$133,468.34). Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE:</u> 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 <u>DIRECT EXPENSES</u>: 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:

Baskerville-Donovan, Inc. 449 West Main Street Pensacola, Florida 32502

(d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Matthew R. Mooneyham Public Works / Engineering 3363 West Park Place Pensacola, Florida 32505 George Touart Interim County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

## ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

6.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be in accordance with the procurement policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

## ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

## ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

#### 8.1 QUALITY OF SERVICES:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

#### 8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

## ARTICLE 9 GENERAL PROVISIONS

#### 9.1 OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

#### 9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other

claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.

(d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

#### 9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).
- 9.4 <u>NO CONTINGENT FEES</u>: 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 <u>SUBCONTRACTORS</u>: 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 <u>ASSIGNMENT</u>: 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.
- of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

#### 9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

- (a) It is recognized that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.
- (b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the Project shall be addressed.

#### 9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: 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 <u>GRATUITIES</u>: 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 <u>CONFLICT OF INTEREST</u>: 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 <u>SURVIVAL</u>: 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 <u>GOVERNING LAW</u>: 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 <u>INTERPRETATION</u>: 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 <u>SEVERABILITY</u>: 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 <u>COMPLIANCE WITH LAWS</u>: 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 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: 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 <u>FURTHER DOCUMENTS</u>: 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 <u>NO WAIVER</u>: 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 Baskerville-Donovan, Inc., signing by and through its President, duly authorized to execute same.

Susan Hendry Witness Witness Witness	COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.  By: Interim County Administrator  Date:  BCC Approved: October 17, 2013					
ATTEST: Corporate Secretary	CONSULTANT: Baskerville-Donovan, Inc., a Florida Corporation authorized to do business in the State of Florida.  By: Lewer C. Roman Sv.					
Total and the second	Frederick C. Donovan, Sr., P.E., President					
By: Mehlly Bordon, See Secretary	Date: 10/21/13					

#### **ESCAMBIA COUNTY**

## DESIGN SERVICES FOR OLF-X PROPERTY IN SANTA ROSA COUNTY SCOPE OF ENGINEERING AND SURVEYING SERVICES

October 15, 2013

#### **GOALS AND OBJECTIVES:**

The intent of this project is to provide engineering and surveying services to the Escambia County Public Works Department for property acquisition support necessary for the development of an OLF Helicopter Field in support of the mission of Naval Aviation Station Whiting Field. The subject property is located at Section 32, Township 4 North, Range 29 West, Santa Rosa County Florida. It is the intent of the county to purchase the subject property and develop the property to be a new OLF helicopter field that is built to the Naval Aviation Station Whiting Field's criteria. Once the new OLF is built and accepted by the United States Navy, the new OLF-X will be swapped with the existing OLF-8 located in Escambia County for the development of a commerce park. Additional tasks for the development of these OLF sites will be negotiated as separate task orders under this contract. This project shall evaluate the existing conditions, identify potential design criteria, develop a conceptual cost model for both sites OLF-X and OLX-8, develop technical analysis for access rights abdication, prepare a summary analysis to establish the developable upland acreage at OLF-8, prepare due diligence report for OLF-X land acquisition, and prepare design and construction phase requirements and conceptual project schedule.

#### **WORK SCOPE TASKS:**

#### TASK 1: Criteria.

Establish conceptual design criteria for TW-5 at OLF-X

- A) Develop existing TW-5 curriculum requirements at existing OLF-8 training course.
- B) Preliminary meeting with EC/NAS Whiting officials to review existing curriculum and new curriculum criteria for OLF-X. Develop TW-5 OLF-X course concept.
- C) Prepare Concept Plan showing new OLF-X course. Include flight paths, major facilities, limits of clearing, course geometry and proposed locations of special features and facilities. Utilize SR County topographic information for planning purposes. Concept Plan should be prepared and calibrated in digital (CADD) format on finalized ALTA parcel boundary survey.
- D) Submit un-reviewed Concept Plan to EC/TW-5 for review and approval, incorporate comments as directed/required.

#### TASK 2: Cost Model

Develop conceptual cost model for OLF-8/OLF-X Land-Swap

- A) From Concept Plan developed in (Part 1); develop a cost model for OLF-X. Establish multiple independent opinions for major activities, including, but not limited to: clearing and grubbing, mass grading, embankment, pavements, crash house building, aviation fuel systems, roadways, perimeter security, irrigation, utilities and NAVAIDS.
- B) Meet with County consultant (Real Property Appraiser) to establish most probable per-acre value of OLF-8 parcel.
- C) Compile "soft" cost items for due diligence and Preliminary Programming for OLF-X land purchase.
- D) Prepare a cost-balance for the OLF-8/OLF-X land swap deal; showing the prime values as follows:
  - i) Raw Land Value, OLF-8
  - ii) Raw Land Value plus Construction Costs and soft costs for OLF-X.

#### TASK 3: Access Rights

Develop technical engineering analysis for EXXON access rights abdication.

A) Develop analysis to establish the basis for excluding petroleum development activities at OLF-X; or, more specifically, "Vertical Obstructions in a NOLF Training Course." Submit preliminary memo to EC for review and comment. Provide copies of final technical memorandum to stakeholders, including: County, Contracting Agent (James Cronley), EXXON Real Property Division, County Appraiser and other parties as directed. Respond to questions or requests for clarification as required.

#### TASK 4: Developable Acreage, OLF-8

Prepare a summary analysis to establish the developable upland acreage at OLF-8.

A) Determine a conceptual engineer's opinion for "Developable Upland Acreage" at the existing OLF-8 parcel on US 90. For planning purposes, Developable Upland Acreage should be the net salable acreage; figure should exclude estimates for environmental areas, rights of ways, common areas, storm water management, etc.

#### TASK 5: Report

Compile, prepare and present due diligence report for OLF-X land acquisition.

- A) Prepare an OLF-X Draft Due Diligence Report outline, indicating major sections and due diligence areas, for review and comment by County staff.
- B) Coordinate with County consultants as required to ensure that all data developed during the due diligence period is compiled and presented in an organized, efficient manner in the Draft report.

- C) Incorporate drawings, estimates, analysis and other information obtained above (Part 1 Part
   4). Add Executive Summary and review Draft Due Diligence Report with the responsible County Officials. Incorporate comments, as required.
- D) From final OLF-X Due Diligence Report, prepare power point presentation for ECBOCC.

#### TASK 6: Design Scope

Prepare design and construction phase requirements and conceptual project schedule.

- A) Establish a preliminary understanding of the Navy requirements for design, review and construction for OLF-X.
- B) As required to ensure project continuity and timeliness, establish the specific study and design requirements for project implementation. Requirements should be based on the most current understanding of the Navy review process, County standards and requirements and any other prime considerations.

#### **Optional Services**

At the option of Escambia County, the Baskerville Donovan may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit A, 2013 Salary Ranges, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with the Consultant Agreement. The additional services may include Additional Meetings, additional site investigations, Coordination with Property owner RMS, Real Estate Services, TW-5 consultant Services, Parcel Rezoning Coordination with Santa Rosa County, Design Services, Pricing Agreement Services, Construction Administration and Construction Services, Review of Shop Drawings, or other Services as required for the development of sites OLF-X and OLF-8 land swap agreement and development of sites OLF-X and OLF-8.

#### **DELIVERABLES AND SCHEDULE**

Four (4) paper copies and one (1) digital copy (PDF format) of the *OLF-X Due Diligence Report* and the design requirements shall be provided to Escambia County for review and approval.

FEE STRUCTURE Lump Sum

### Exhibit "B"

Three Hundred Sixty Five Days (365) anticipated for PD 12-13.065, Design Services for OLF-X property in Santa Rosa County.

### Exhibit "C"

OLF-X PD 12-13.065

#### DESIGN SERVICES FOR OLF-X PROPERTY IN SANTA ROSA COUNTY

Г	MANH	IOUR AND FI	E ESTIMATI	<u> </u>	-					
Н		SENIOR	PROJECT	PROJECT	CADD/	SR. SURVEYOR		TOTAL	$\overline{}$	
					DESIGNER			MANHOURS		FEE
$\vdash$		\$124.13	\$111.98	\$89.94	\$60,00	\$130.00	\$40.00	<del> </del>	⊢	
A	OLF-X Due Diligence Report				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
1	Establish conceptual design criteria for TW-5 at OLF-X	52	46	32	40	16	8	194	5	19,283.92
2	Develop conceptual cost model for OLF-8/OLF-X Land-Swap	122	90	72	0	8	7	299	5	33,017.74
3	Develop technical engineering analysis for access rights abdication	24	24	32	8	0	8	96	\$	9,344.72
4_	Prepare analysis to establish the developable upland acreage at OLF-8.	32	40	28	24	16	4	144	\$	14,649.68
5	Compile, prepare and present due diligence report for OLF-X land acquisition	104	76	120	60	0	48	408	\$	37,732.80
6	Prepare design and construction phase requirements and conceptual project schedule	36	48	64	0	4	18	170	5	16,839.88
7	Weekly Progress Meetings	0	0	0	0	0	0	0	\$	•
8	Contract Administration	0	20	0	0	0	9	29	5	2,599.60
	Subtotal	370	344	348	132	44	102	1340	\$	133,468.34
					TOTAL LUMI	SUM FEE			\$	133,468.34
					OVERHEAD	DATE			⊢	168%
					FCCM	W12				1.32%
					PROFIT MAR	CIN			<del></del>	10%

#### OLF-X PD 12-13.065

#### DESIGN SERVICES FOR OLF-X PROPERTY IN SANTA ROSA COUNTY

#### MANHOUR AND FEE ESTIMATE

	SENIOR	HUUK AND FEI						
TASKS		PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	SR. SURVEYOR MAPPER	CLERICAL	TOTAL MANHOURS	FEE
INORO	\$124.13	\$111.98	\$89.94	\$60.00	\$130.00	\$40.00		
Establish conceptual design criteria for TW-5 at OLF-X								
a Develop existing TW-5 curriculum requirements at existing OLF-8 training course	15	12	8		4		40	\$ 4,569.36
Develop TW-5 OLF-X course concept.	18	12	8		12		48	\$ 5,609.36
c Prepare Concept Plan showing new OLF-X course.	18	16	12	40		6	90	\$ 7,497.04
d Submit Concept Plan to EC/TW-5 for review and approval	4	6	4			2	16	\$ 1,608.16
	ļ				<del></del>	<u> </u>	ļ	\$ ·
SUBTOTAL	52	46	32	40	16		194	\$ 19,283.92
ALLOWANG							<del></del>	\$ 3,000.00
Develop conceptual cost model for OLF-8/OLF-X Land-Swap								•
a Develop a cost model for OLF-X.	48	24	24				96	\$ 10,804.32
Meet with County consultant (Real Property Appraisor) to establish most probable per-acre value of OLF-8 parcel.	12	12	6		4		34	\$ 3,892.96
Compile "soft" cost items for due diligence and Preliminary Programming for OLF-X land c purchase	32	24	18		4	1	79	\$ 8,838.60
Prepare a cost-balance for the OLF-8/OLF-X land swap deal; showing the prime values i) Raw Land Value, OLF-8 ii) Raw Land Value plus Construction Costs and soft costs for OLF-d X.	30	30	24			6	90	\$ 9,481.86
SUBTOTAL	122	90	72	۰	8	7	299	\$ 33,017.74
ALLOWANCE								\$ 3,060.00
Develop technical engineering analysis for access rights abdication								
Develop analysis to establish the basis for excluding petroleum development activities at OLF X; or, more specifically, "Vertical Obstructions in a NOLF Training Course." Submit preliminary memo to EC for review and comment. "Submit preliminary memo to EC for review and comment. Provide copies of final technical memorandum to stakeholders, including: County, Contracting Agent (James Cronley), EXXON Real Property Division, County Appraiser and other parties as directed. Respond to questions or requests for clarification as required.		24	32	8		8	96	\$ 9,344.72
SUBTOTALS	24	24	32	8	0	8	96	\$ 9,344.72
Prepare analysis to establish the developable upland acreage at OLF-8.								
Determine a conceptual engineer's opinion for "Developable Upland Acreage" at the existing OLF-8 parcel on US 90. For planning purposes, Developable Upland Acreage should be the net salable acreage; figure should exclude estimates for environmental areas, rights of ways, common areas, storm water management, etc.	32	40	26	24	16	4	144	\$ 14,649.68
SUBTOTALS	32	40	28	24	16	4	144	\$ 14,649.68

## Exhibit "C"

	TASKS		PROJECT MANAGER	PROJECT ENGINEER	CADD/ DESIGNER	SR. SURVEYOR MAPPER	CLERICAL	TOTAL MANHOURS	F	EE
			\$111.98	\$89.94	\$60.00	\$130.00	\$40.00			
5 Co	mpile, propare and present duo diligence report for OLF-X land acquisition									
	ppare an OLF-X Draft Due Diligence Report outline, indicating major sections and due gence areas, for review and comment by County staff	24	16	60	4		16	120	5	11,047.20
	ordinate with County consultants to ensure that all data developed during the due diligence fied is compiled and presented in an organized, efficient manner in the Draft report.	16	16	16				48	s	5,216.80
4).	corporate drawings, estimates, analysis and other information obtained above (Part 1 - Part Add Executive Summary and review Draft Due Diligence Report with the responsible unity Officials. Incorporate comments, as required.	48	32	32	48		16	176	s	15,939.68
d Fr	om final OLF-X Due Difigence Report, prepare power point presentation for ECBOCC.	16	12	12	8		16	64	s	5,529.12
	SUBTOTALS	104	76	120	60	0	48	408	\$	37,732.60
6 Pm	epare design and construction phase requirements and conceptual project schedule									
	tablish a preliminary understanding of the Navy requirements for dosign, review and instruction for OLF-X.	18	24	24		2	10		\$	7,740.42
ı —	tablish the specific study and design requirements for project implementation	18	24	40		2	8		\$	9,099.46
	SUBTOTALS	36	48	64	0	4	18	170	8	16,839.88
1 <b>-</b>							<del> </del>	<del>                                     </del>		
8 Co	ntract Administration	0	20	0	0	0	9	29	\$	2,599.60
┝	Subtotal	370	344	348	132	44	102	1340	1	133,468.34
					TOTAL LUMP	SUM FEE	-	•	\$	133,468.34

OVERHEAD RATE	168%
FCCM	1.32%
PROFIT MARGIN	10%

### PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

### COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-44. Approval of Various Consent Agenda Items Continued
  - 42. Approving the award of Contract PD 12-13.065 to Baskerville-Donovan, Inc., for Design Services for the OLF-X Property in Santa Rosa County, for the lump sum amount of \$133,468.34 (Funding: Fund 102, Economic Development Fund, Cost Center 360704, Object Code 53101, Project Number 13OLF8).
  - 43. Taking the following action concerning the Miscellaneous Appropriations Agreement with the Pensacola Bay Area Chamber of Commerce, Inc. (d/b/a Greater Pensacola Chamber):
    - A. Approving the Miscellaneous Appropriations Agreement between Escambia County and the Pensacola Bay Area Chamber of Commerce, Inc. (d/b/a Greater Pensacola Chamber), effective from October 17, 2013, through December 31, 2013, in the amount of \$1,062,005, to be paid from the 3rd Cent Tourist Promotion Fund 108, Cost Center 360101;
    - B. Authorizing the Chairman to sign the Agreement and all other necessary documents; and
    - C. Authorizing the issuance of the necessary Purchase Order.



# BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-5871 County Administrator's Report 10. 17. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

**Issue:** Real Property Owned by Scott L. and Denise K. MacMurray and Dorothy

Jayne Gindl, Located at 5600 Chalker Road and the 2100 Block of Highway 99

**From:** Joy D. Blackmon, P.E., Department Director

Organization: Public Works

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning Real Properties Owned by Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl, Located at 5600 Chalker Road and 2100 Block of Highway 99 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning real properties owned by Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl, located at 5600 Chalker Road and 2100 Block of Highway 99:

A. Authorize and direct staff to obtain appraisals, environmental site assessments, surveys, title insurance commitments, and complete all other requirements in Section 46-139, Escambia County Code of Ordinances, in anticipation of purchasing properties from Scott L. and Denise K. MacMurray and Dorothy Jayne Gindl, located at 5600 Chalker Road and 2100 Block of Highway 99, which will be dedicated for 4-H Extension animal-related programs; and

B. Authorize and direct staff to submit Contracts for Sale and Purchase for approval by the Board at the earliest available meeting date following conclusion of negotiations with the sellers and completion of the requirements in Section 46-139.

[Funding: Fund 352, "LOST III," Cost Center 110267, Project 14PF2695]

#### **BACKGROUND:**

This Recommendation is submitted in accordance with the Board's direction at its meeting on March 6, 2014.

#### **BUDGETARY IMPACT:**

Fund 352, "LOST III," Cost Center 110267, Project 14PF2695

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

## **POLICY/REQUIREMENT FOR BOARD ACTION:**

Staff will comply with Section 46-139 of the County Codes.

## **IMPLEMENTATION/COORDINATION:**

N/A

Parcel Information
Aerial Map

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

**General Information** 

Reference: 102N322301000000

Account: 122251000

Owners: MACMURRAY SCOTT L &

MACMURRAY DENISE K

Mail: 554 E TEN MILE RD

PENSACOLA, FL 32514

Situs: 5600 CHALKER RD 32577

**Use Code:** IMPROV. AGRICULTURAL-RESIDENTIAL

Taxing **COUNTY MSTU** Authority:

Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley

Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$28,531

Land: \$17,760

Total: \$46,291

Save Our Homes: \$0

**Disclaimer** 

Amendment 1/Portability Calculations

#### Sales Data

Official Sale Date Book Page Value Type Records (New Window)

12/09/2009 6539 1457 \$310,000 WD View Instr View Instr 08/12/2009 6503 1036 \$100 CT 5934 1168 \$450,000 WD 06/2006 View Instr 02/2005 5585 1802 View Instr \$100 CJ

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

### 2013 Certified Roll Exemptions

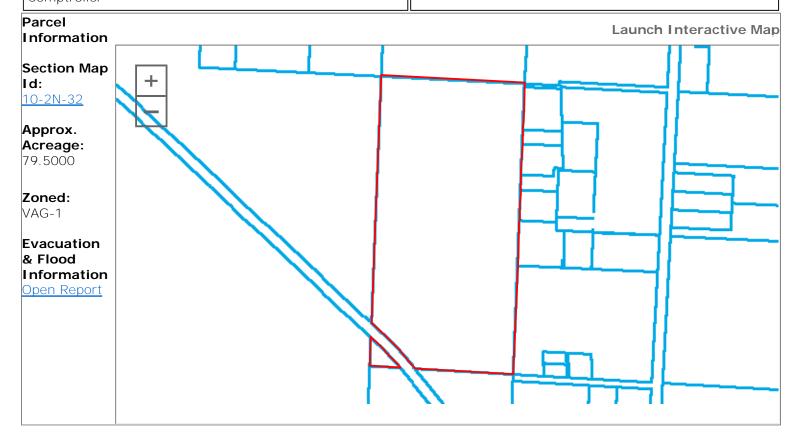
None

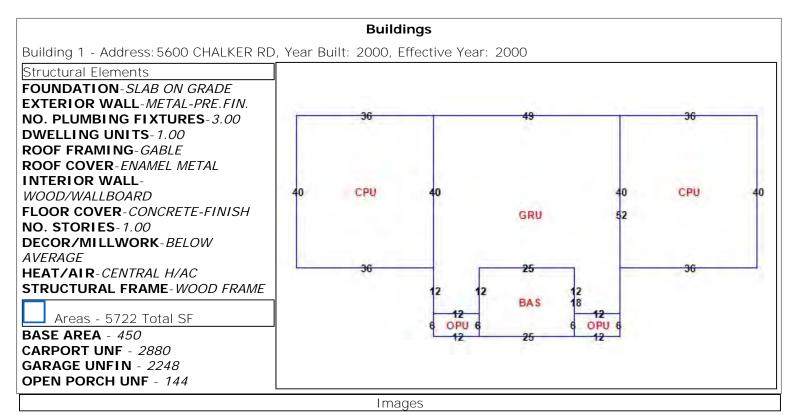
#### **Legal Description**

SW1/4 OF NW1/4 AND NW1/4 OF SW1/4 OR 6539 P

#### **Extra Features**

METAL SHED







11/18/09

11/18/09

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.

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

**General Information** 

Reference: 102N322100000000

Account: 122250100

Owners: GINDL DOROTHY JAYNE

Mail: 2320 HWY 97

MOLINO, FL 32577

Situs: HWY 99 32577

**Use Code:** CROPLAND CLASS II

**Taxing COUNTY MSTU** Authority:

Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley

Escambia County Tax Collector

2013 Certified Roll Assessment

Improvements: \$0

Land: \$4,906

\$4,906 Total:

Save Our Homes: \$0

**Disclaimer** 

Amendment 1/Portability Calculations

Sales Data

Sale Date Book Page Value Type

Official Records (New Window)

03/1979 1308 160 \$100 WD

View Instr

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

Comptroller

2013 Certified Roll Exemptions

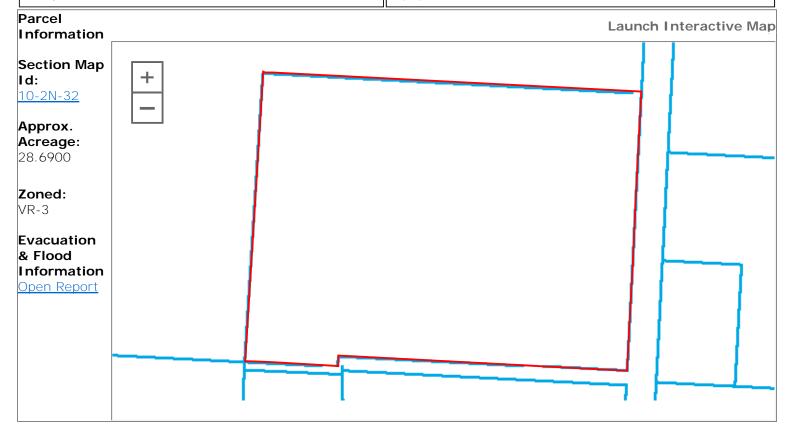
None

**Legal Description** 

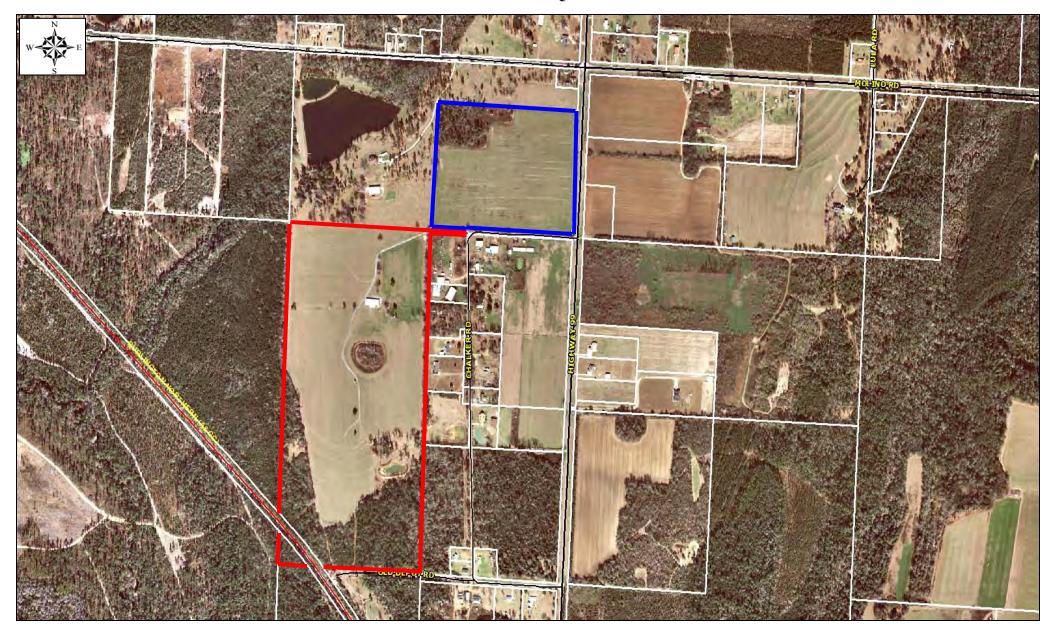
NE 1/4 OF NW 1/4 S OF N 330 FT LESS DB 451 P 447 RD R/W...

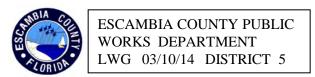
**Extra Features** 

None



### PROPOSED PROPERTY ACQUISITIONS / 4-H PROJECT





MacMurray Property @ 5600 Chalker Rd. / Approximately 79.5 Acres

Gindl Property 2100 Block of Highway 99 / Approximately 28.6 Acres



AI-5878 County Administrator's Report 10. 18.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 03/18/2014

Issue: PD 12-13.068 Escambia County 4H Center

**From:** Amy Lovoy, Department Head

Organization: OMB

**CAO Approval:** 

#### **RECOMMENDATION:**

Recommendation Concerning the Escambia County 4-H Center - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Escambia County 4-H Center:

A. Award a Contract, PD 12-13.068, Escambia County 4-H Center, to A.E. New, Jr., Inc., for the Base Bid for building and site construction, in the amount of \$1,366,500, and Bid Option 1, in the amount of \$36,800, Bid Option 2, in the amount of \$11,200, and Bid Option 13, in the amount of \$13,100, for a total of \$1,427,600, and authorize the Interim County Administrator to execute all Purchase Orders, \$50,000 or greater, for the Owner Direct Purchases; and

B. Authorize the increase in the Total Project Budget from \$1,500,000 to \$1,665,000, utilizing funds from the LOST (Local Option Sales Tax) reserves that will be appropriated for this purpose in Project Number 12PF1675.

[Funding: Fund 352, "Lost III," Cost Center 110267, Project 12PF1675, Object Code 56201 - \$1,603,900, Object Code 56301 - \$61,100]

#### **BACKGROUND:**

A Memorandum of Understanding (MOU) between Escambia County 4-H Foundation, University of Florida Board of Trustees, on behalf of the University of Florida-Institute of Food and Agricultural Sciences Extension in Escambia County ("UF-IFAS Extension Escambia County") and Escambia County committed Local Option Sales Tax (LOST) funds for the construction of a new 4-H facility. This new facility is to be constructed on County owned property located on Stefani Road.

On January 3, 2013 the Board awarded Architectural and Engineering Services to Hernandez Calhoun Design International to program and design this new facility. Numerous meetings were held with input solicited from UF/IFAS 4-H leadership to insure this new facility will meet the needs of the 4-H program. An Invitation to Bid solicitation was publicly noticed on October 7, 2013 with the official bid opening held on November 7, 2013. A total of twelve General Contractors participated in this Bid Invitation. A. E. New Jr., Inc. is the low bidder for the base bid and selected options.

The total Contract award of PD 12-13.068 for \$1,427,600 to A. E. New, Jr. Inc. consists of a base bid amount of \$1,366,500 for the construction of this new 9,100sf building and associated site work and Bid Alternates 1, 2, and 13 in the amount of \$61,100. Alternates 1 and 2 will place asphalt paving at the new Stefani Road entrance and the new parking areas and Alternate 13 is to erect a 4-H organizational sign at the facility entrance by Stefani Road.

#### **BUDGETARY IMPACT:**

On May 3, 2012 the Board approved an agreement between the 4H Foundation, UF-IFAS Escambia County Extension Services and Escambia County authorizing the use of \$1,500,000 in Local Option Sales Tax funding for the construction of a facility to be used by the 4H Foundation. This agreement specified that any amounts in excess of \$1,500,000 were the responsibility of the 4H Foundation. With the Award of this Contract in the amount of \$1,427, 600 plus the A/E costs the project total is \$1,601,128 which is over the \$1,500, 000 original budgeted amount for this project. Rather than require 4H Foundation to provide these additional funds this Board action will allow the use of an additional \$165,000 from the LOST reserves bringing the total project budget to \$1,665,000.

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

The Attorney's Standard Form of Contract will be used.

#### **PERSONNEL:**

NA

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Arrticle II, Purchases and Contracts. This recommendation is in compliance with the Escambia County FL, Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

#### **IMPLEMENTATION/COORDINATION:**

The Office of Purchasing will issue the Contract and Purchase Order.

	Attachments	
<u>bidtab</u>		
4H Bids		

### PUBLIC NOTICE OF RECOMMENDED AWARD

	DESCRIP7	ION: Escamb				EDAWARD	·		
BID TABULATION	ITB# 12-13.068								
Bid Opening Time: 2:00 p.m. CST Bid Opening Date: 11/7/2013 Opening Location: Rm. 11.407 NAME OF BIDDER	Cover Sheet/ Acknowl.	Sworn Statement Pursuant to Section (287.133) (3) (a), Florida Statues, on Entity Crimes	Drug- Free Workp lace Form	Info Sheet for Trans. & Convey. Corp. ID	Bid Bond	Certificate of authority to do Business in the State of Florida	Addendum 1 & 2	Base Bid Item #1 Building	Base Bid Item #2 Site Work
Larry Hall Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,285,000	\$163,000
Terhaar & Cronley General Contractors	Y				Y		Y	\$1,461,000	\$150,600
ESA South, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,674,664	\$243,155
The Green-Simmons Company, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,449,900	\$210,500
Jack Moore & Co.	Y	Y	Y	Y	Y	Y	Y	\$1,464,000	\$146,000
Birkshire Johnstone, LLC	Y	Y	Y	Y	Y	Y	Y	\$1,254,000	\$150,000
Cathey Construction & Development	Y	Y	Y	Y	Y	Y	Y	\$1,519,168	\$140,080
A.E. New Jr., Inc	Y	Y	Y	Y	Y	Y	Y	\$1,266,500	\$100,000
R.D. Ward Construction Co., Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,236,000	\$142,000
Hewes & Company, LLC	Y	Y	Y	Y	Y	Y	Y	\$1,224,000	\$154,290
Southeastern Construction, Inc.	Y	Y	Y	Y	Y	Y	Y	\$1,298,500	\$101,000
Morette Company	Y	Y	Y	Y	Y	Y	Y	\$1,525,000	\$250,000
BIDS OPENED BY:	Joe Pillitary, CPPO, CPPB, Purchasing Coordinator  DATE: November 7, 2013								
BIDS WITNESSED BY:	Lori Kistler, SOSA						DATE: November 7, 2013		
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: November 7, 2013								

CAR

DATE 1/2/2014

BOCC

DATE 1/2/2014

The Purchasing Manager/Designee recommends to the BCC: To award a Contract to A. E. New Jr., Inc. in the amount of \$1,366,500.

Pursuant to Section 119.07(3)(M),F.S., all documents relating to this tabulation are available for public inspection and copying at the office of the Purchasing Manager.

Posted: 12/13/2013 @ 10:30a.m. CST



# Hernandez · Calhoun Design International Architecture · Engineering

7 Project Name: Escambia County 4H

Project Number: 1215

Date: 11/7/2013

Base Bid #1 add / deduct  Base Bid #1 add / deduct  Bid Option #1 add / deduct  Bid Option #3 add / deduct  Bid Option #4 add / deduct  Bid Option #4 add / deduct  Bid Option #5 add / deduct  Bid Option #6 add / deduct  Bid Option #7 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #8 add / deduct  Bid Option #1 add / deduct  Bid Option #1 add / deduct  Bid Option #1 add / deduct  Bid Option #10 add / deduct  Bid Option #11 add / deduct  Bid Option #11 add / deduct  Bid Option #11 add / deduct  Bid Option #12 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #13 add / deduct  Bid Option #14 add / deduct  Bid Option #13 add / deduct  Bid Option #14 add / deduct  Bid Option #13 add / deduct  Bid Option #14 add / deduct  Bid Option #14 add / deduct  Bid Option #15 add / deduct  Bid Option #16 add / deduct  Bid Option #17 add / deduct  Bid Option #18 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add / deduct  Bid Option #19 add				Date.	11/1/2013
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Base Bid #2		7,701,000	1/05/1/00	1, 11,100	1,400,500
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add / deduct         Bid Option #11       3,000       3,000       3,097       2800         Bid Option #12       5,400       1,500       8,597       2,100         Bid Option #13       14,500       17,000       14,190       13,100         Bid Option #14       4,700       5,400       4,559       4,400			e mal	1 1011	M 400
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AI-5863 County Administrator's Report 10. 1

BCC Regular Meeting Discussion

**Meeting Date:** 03/18/2014

Issue: Workforce Development Plan

From: Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

<u>Discussion Concerning the Workforce Development Plan - Larry M. Newsom, Interim County</u> Administrator

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A



AI-5873 County Administrator's Report 10. 2. BCC Regular Meeting Discussion

**Meeting Date:** 03/18/2014

Issue: Contractor Competency Board

From: Larry Newsom, Interim County Administrator

**Organization:** County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

<u>Discussion Concerning the Contractor Competency Board - Larry M. Newsom, Interim County</u> Administrator

#### **BACKGROUND:**

N/A

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### **IMPLEMENTATION/COORDINATION:**

N/A



AI-5862 County Administrator's Report 10. 3. BCC Regular Meeting Discussion

Meeting Date: 03/18/2014

Issue: Amending the Escambia County Office of Public Information and

Communications Communications Policy

From: Larry Newsom, Interim County Administrator

Organization: County Administrator's Office

**CAO Approval:** 

#### **RECOMMENDATION:**

<u>Discussion Concerning Amending the Escambia County Office of Public Information and Communications Communications Policy - Larry M. Newsom, Interim County Administrator</u>

#### **BACKGROUND:**

The current Office of Public Information and Communications Communications Policy is provided for review.

#### **BUDGETARY IMPACT:**

N/A

#### **LEGAL CONSIDERATIONS/SIGN-OFF:**

N/A

#### **PERSONNEL:**

N/A

#### **POLICY/REQUIREMENT FOR BOARD ACTION:**

N/A

#### IMPLEMENTATION/COORDINATION:

N/A

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**Policy** 

## **Board of County Commissioners**

### Escambia County, Florida

Title: Office of Public Information and Communications

Communications Policy - Section I, Part A.14

Date Adopted: N

May 19, 2011

Effective Date:

February 3, 2012, as amended

Reference:

Policy Amended: May 19, 2011; February 2, 2012

#### **Mission Statement**

To promote and enhance Escambia County government through consistent, professional imagery via media relations, publications, television (ECTV) and internet:

A. Information on local government services;

- B. General information to the public about Escambia County meetings and County sponsored/management events;
- C. Emergency and public safety information; and,
- D. Live and taped coverage of government meetings, events and activities.

#### Roles of the Public Information Office

#### A. External Communications

- All news releases are to be distributed through the Public Information Office. The PIO will
  only write and distribute releases for events and happenings that are
  sponsored/managed/produced by the board of county commissioners and/or county
  departments. Exceptions can be made in the event of a declared emergency or at the county
  administrator's discretion.
- 2. News releases for events, meetings or workshops should be sent to the PIO two (2) to three (3) weeks prior to the event. Each department is responsible for letting the PIO know when there is a newsworthy event happening. If a news release is not given to the PIO at least two (2) weeks prior to the event, the PIO is not obligated to write and distribute the information. This does not include breaking news or emergency information.
- 3. Department heads, public safety/incident command staff and public information staff can take media questions regarding general information related to their job, department or county program. Anyone else must have approval from the department head and/or county administrator before talking to the media. Questions about issues other than general information should be directed to the PIO. Media calls should be returned as soon as possible. Knowing the reporter's deadline will help with the collection information.
- 4. The county administrator and/or PIO must be notified when staff has spoken with or provided information to the media, either in person, by telephone or e-mail.

- The PIO will work with the county administrator, commissioners and county department directors to set up news conferences. In general, while news conferences are useful, most members of the media prefer one-on-one interviews rather than a large news conference.
- The Public Information Manager and a back-up are on-call 24/7 to respond to emergencies as they arise. Cell numbers are available to county staff and we can be reached through dispatch (9-1-1 communications center).
- 7. The PIO serves as the lead public information officer for activations of the Emergency Operations Center. Staffing will be set as needed to manage the situation including 24-hour shifts if necessary. With an EOC activation a Joint Information Center is established and all information is channeled through the county PIO before release to the media.
- 8. PIO will coordinate and be responsible for all media requests during an activation.
- 9. For ribbon cuttings, building dedications and/or groundbreakings, department directors must coordinate the event with the PIO, county administration, and with commissioner's office. The PIO will assist with invitations, program, news releases and news coverage once the date has been scheduled. They will also assist with the set-up and clean-up on the day of the event.
- 10. The PIO will assist county departments and divisions with publicity and promotions for Escambia County events and activities including news releases, video, still photography and design of advertising/marquees. PIO is unable to provide these services to entities other than county departments, divisions or other governmental entities.
- 11. Letters, blogs (online columns) and guest columns shall not be submitted to the media as an official county statement, unless it is reviewed by the PIO and approved by the county administrator. County employees may write letters, blogs and columns stating their personal opinion on issues, as long as it does not reflect an official statement from Escambia County.
- 12. Without exception, all county employees will comply with the Florida's public records statutes. County administration oversees all requests from the public through a software system, i.e. Web QA. PIO will handle public records requests from the media. The County Attorney's Office is available to handle any questions regarding public records
- 13. Escambia County has an official logo/seal and complements it with a branding image. There is also a set palette of colors to complement the use of these elements in printed and electronic productions:





 The official logo for Escambia County is maintained by the PIO. County departments, divisions and offices are not authorized to alter or use a different logo for county promotions

- without prior approval from the county administrator or designee. Digital copies of the county logo can be obtained from the PIO.
- 15. All printed materials including, but not limited to, brochures, posters, flyers and signs, must include the county logo.

#### B. Internal Communications

- 1. Blast e-mails to all county employees can be done by Information Technology, County Administration or the PIO. Only mass e-mails that relate to county government will be sent to county employees.
- The employee newsletter, InFocus, is a monthly electronic publication produced for county employees. Each department has a representative to provide information about operations, accomplishments and personnel achievements.
- 3. Each year a special edition is produced focusing on Graduation milestones for employees and their families. This issue is produced during the June/July time frame.
- 4. The PIO will handle promotions for internal employee communications and activities, i.e. the employee survey and/or employee health clinic, utilizing a variety of ways to reach the employees across the county.

#### C. Website

- Escambia County web pages for departments and/or divisions must be located on the county's official website (www.myescambia.com) or on one of the county owned domains (i.e. www.bereadyescambia.com, www.escambiaemergency.com, www.escambiadisasterresponse.com and www.escambiarecycles.com) and coordinated through the PIO and IT.
- 2. Information posted on county's website must relate to programs and/or events managed or primarily sponsored by the BCC or county departments, divisions and offices.
- 3. All county departments, divisions and offices have designated a staff person responsible for regularly updating the content on their department web pages and ensuring the accuracy of all posted information. Information on the website is considered a public document.
- 4. Departments, divisions and offices are encouraged to utilize the County website to provide convenient public access to current information, forms and procedures.
- 5. The request to add an external link to the county website will be coordinated through the PIO and/or IT. Primary consideration will be given to government agencies or committees under the BCC or the Escambia County Constitutional Officer. All link requestors will be notified as to the direction of their request.
- 6. Escambia County's website provides links to the federal, state and local governmental agencies and educational institutions including school districts, colleges and universities.

- 7. Escambia County encourages and permits links to valid and/or verified published content. The link should not endorse third party websites, products or services. Links should not utilize content for inappropriate or commercial purposes. Escambia County accepts no responsibility for those non-affiliated websites or their content.
- 8. Websites are considered official when:
  - a. They are created and presented to communicate information on official Escambia County services, events and programs; and
  - b. Contain official Escambia County branding or logos and/or events or programs managed by Escambia County.
  - c. Websites containing any of these official elements will appear under one of the official Escambia County domains. Unique subdomains and urls are to be used only after approval has been obtained from the PIO and IT.
- 9. Websites are considered non-official when:
  - a. Sites do not contain official elements of Escambia County;
  - Contain items of a personal nature and are maintained outside of the Escambia County domain; and
  - c. Do not contain an Escambia County e-mail address, physical work address or include any Escambia County specific information while employed at the County.
- 10. E-mails sent to Escambia County e-mail accounts/addresses are considered public records and are subjected to disclosure as part of an official public records request.
- 11. County departments, divisions and offices are prohibited from utilizing social networking sites and/or interactive communications (blogs, chat rooms, etc.) such as, but not limited to, Facebook, MySpace and Twitter to promote county programs and services except as provided by the Escambia County Social Media Policy. Requests to send out a "tweet" on the official Escambia County Twitter site, must be routed through PIO.

#### D. <u>ECTV - Channel 98 (Escambia County Government Access Channel)</u>

- 1. ECTV operates under a board approved policy which covers the daily operations of the channel by the Public Information Office. This policy also directs the programming efforts and production services available to other governmental entities.
- 2. The daily programming schedule is available at <a href="www.myescambia.com">www.myescambia.com</a>.
- 3. The regular meeting of the Board of County Commissioners is "closed captioned" for the hearing impaired.
- 4. PIO shall provide video production services to county departments at no charge. Departments requesting video production services must follow the guidelines in the ECTV Policy.
- 5. Whenever possible, videos will be available for viewing on www.myescambia.com as well as on

#### Channel 98.

#### E. Audio Visual Support

- 1. PIO staff will record and rebroadcast all meetings of the BCC. They will be available to assist with the audio/visual needs and presentation needs during those meetings. PIO staff will also provide assistance with audio/visual needs for the fourth floor training room.
- County departments, divisions and/or offices making an electronic presentation or presenting a
  video must provide the presentation/video to PIO at least 24-hours prior to the start of the
  meeting or accept full responsibility for ensuring compatibility with all available technology and
  setting up their own presentation.
- A member of the public wishing to make an electronic presentation or show a video to the County Commissioners must provide the presentation to PIO staff at least 24-hours prior to the start of the meeting.
- 4. Presentations must not exceed the time limit outlined in the meeting agenda. Exceptions can only be made by the Chairman of the Board of County Commissioners.
- 5. Arrangements for A/V support in the fourth floor training room must be made at least 24-hours before the start of the meeting to ensure staff availability and compatibility with equipment.

#### F. External Services

1. PIO may enter into a Memorandum of Understanding with the approval of the County Administrator to provide public information services to another constitutional office or governmental entity.