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.

<u>CHAMBER RULES</u>

- 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 – October 16, 2014 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

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 Barry.
- 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.

6. Proclamations.

<u>Recommendation:</u> That the Board take the following action concerning the following three Proclamations:

- A. Ratify the Proclamation, dated October 6, 2014, proclaiming the month of October 2014 as "National Disabilities Awareness Month" in Escambia County;
- B. Adopt the Proclamation extending a warm welcome to Most Worshipful Grand Master James W. Ford, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida; and
- C. Adopt the Proclamation proclaiming the month of November 2014 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.
- 7. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

<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.

8. 9:11 a.m. Public Hearing for Consideration of Adopting an Ordinance Creating the Legacy Oaks Subdivision Street Lighting MSBU.

<u>Recommendation:</u> That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Legacy Oaks Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

9. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In

The Office Of The Clerk To The Board

Ernie Lee Magaha Government Building, Suite 130

- I. Consent Agenda
- 1. Recommendation Concerning Acceptance of Documents Provided to the Clerk to the Board's Office

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

- A. A copy of *Resolution No. 791, Adoption of Fiscal Year 2014-2015, Budget*, adopted by the Governing Board of the Northwest Florida Water Management District on September 25, 2014, as provided by Wendy Dugan, Director, Division of Administration, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on September 30, 2014; and
- B. The *Escambia/Pensacola SHIP Program Annual Report (July 1, 2013 June 30, 2014)*, based on the Board's action of April 2, 2013, regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, authorizing the Chairman and/or the County Administrator, as appropriate, to execute all documents required to submit, receive, and implement SHIP Plan and all related activities.
- 2. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 9, 2014; and
- B. Approve the Minutes of the Regular Board Meeting held October 9, 2014.

GROWTH MANAGEMENT REPORT

- I. Public Hearing
- 1. <u>9:10 a.m. A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map for SSA 2014-02</u>

That the Board of County Commissioners (BCC) review and adopt Small Scale Amendment SSA 2014-02; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the 2030 Future Land Use Map designation.

At the September 30, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

2. <u>9:11 a.m. - A Public Hearing Concerning the Review of an Ordinance</u>

<u>Amending the Chapter 7 of the 2030 Comprehensive Plan - Density Text</u>

Amendment

That the Board of County Commissioners (BCC) review and recommend transmittal to DEO, an Ordinance amending Chapter 7 of the 2030 Comprehensive Plan, Future Land Use Element, FLU 1.3.1, Mixed-Use Suburban (MU-S) maximum density from 10 dwelling units per acre to 25 dwelling units per acre and reformatting Table 1.

At the September 30, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- Recommendation Concerning Request for Disposition of Surplus Property for the Building Inspections Department - Donald R. Mayo, Interim Building Official/Department Director

That the Board approve the four Request for Disposition of Property Forms for the Building Inspections Department, for property to be auctioned as surplus property or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

2. Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing Grant and Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on November 6, 2014, at 5:31 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2014/2015 Budget and appropriate these funds for those related ongoing Grants and Projects.

3. Recommendation Concerning Scheduling a Public Hearing for Adopting
the Uniform Method of Collection for Non-Ad Valorem Special Assessments
Resolution - Amy Lovoy, Management and Budget Services Department
Director

That the Board authorize the scheduling of a Public Hearing on December 11, 2014, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

4. Recommendation Concerning the Sick Leave Pool - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board take the following action concerning the Sick Leave Pool:

A. Approve an administrative transfer of 10 hours towards the Board of County Commissioners' Sick Leave Pool for employees that were in the Sheriff's Sick Leave Pool Program when they transferred over from the Jail, once they donate an additional 2 hours of sick leave, Extended Leave Bank (ELB), or Paid Time Off (PTO) to meet the Board's minimum requirement to join the Program. Donations must be received within 30 days of the Board's approval of this action; and

- B. Waive the 100 sick leave hour minimum balance requirement when they donate the additional 2 hours of sick leave.
- 5. Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Sinton Drive Joy D. Blackmon, P. E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for November 6, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion of Sinton Drive, approximately 0.17 acres, as petitioned by Marvin Woodruff.

6. Recommendation Concerning the Limited Waiver of the Escambia County
Noise Abatement Ordinance - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Outdoor Veteran's Remembrance Event & Ceremony, being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, November 8, 2014, from 8:00 a.m. through 12:00 Midnight.

7. Recommendation Concerning the Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board take the following action concerning the Northwest Florida Big Bend Health Council, as requested by R. Michael Hill, Executive Director:

A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint the following four members to another two-year term, effective, retroactively, October 1, 2014, through September 30, 2016:

- 1. Denise Adams (Provider);
- 2. Dr. John Lanza (Provider);
- 3. Vivian Krumel, RN, (Purchaser); and
- 4. Hong Dang (Purchaser);
- B. Reappoint Catherine Kelly, Florida Blue Center Director (Consumer) for another two-year term, effective, retroactively, October 1, 2014, through September 30, 2016; and
- C. Appoint Dr. George Andrew Wellington Smith (Provider) for a two-year term, effective, retroactively, October 1, 2014, through September 30, 2016, to replace Don Turner who has retired.

- II. Budget/Finance Consent Agenda
- 1. Recommendation Concerning the Issuance of Fiscal Year 2014-2015
 Purchase Orders in Excess of \$50,000, for the Solid Waste Management
 Department Patrick T. Johnson, Solid Waste Management Department
 Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Solid Waste Management Department.

2. Recommendation Concerning the Non-Exclusive Long Term Franchise

Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson,

Solid Waste Management Department Director

That the Board take the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste:

- A. Approve the renewal of the form of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, for the period effective January 1, 2015, to December 31, 2017, as provided in Section 3, Term of Franchise;
- B. Approve the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA, for the period effective January 1, 2015, to December 31, 2017; and
- C. Authorize the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste Haulers, collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

[Funding: Fund 103, Account 323701, Franchise Fees - Commercial Garbage]

Recommendation Concerning the Issuance of Fiscal Year 2014-2015
 Purchase Orders in Excess of \$50,000, for the Human Resources Department
 Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014/2015, based upon previously awarded Contract, Contractual Agreements, or annual requirements, as provided, for the Human Resources Department.

4. Recommendation Concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District I Medical Examiner, Andrea Minyard, MD, for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2014, through September 30, 2015, in the amount of \$847,370, to be paid from the General Fund (001), Cost Center 410201;

- B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and
- C. Authorize the issuance of the necessary Purchase Order.

5. Recommendation Concerning the Fiscal Year 2014/2015 Miscellaneous
Appropriations Agreement between Escambia County and Pensacola Sports
Association, Inc., as Fiscal Agent for Visit Pensacola, Inc. - Amy Lovoy,
Management and Budget Services Department Director

That the Board take the following action concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$4,322,479;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

[Funding: Fund 108, 3rd Cent Tourist Promotion Fund, Cost Center 360101 - \$3,820,315; Fund 108, 4th Cent Tourist Promotion Fund, Cost Center 360105 - \$502,164]

6. Recommendation Concerning the Fiscal Year 2014/2015 Miscellaneous
Appropriations Agreements for Various Outside Agencies - Amy Lovoy,
Management and Budget Services Department Director

That the Board take the following action concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for various outside agencies:

- A. Approve the following Miscellaneous Appropriations Agreements:
- 1. Arts, Culture, and Entertainment, Inc., in the amount of \$500,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105;
- 2. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of \$218,500, to be paid from the General Fund (001), Cost Center 110201; and
- 3. Pensacola's Promise, Inc., d/b/a Chain Reaction, in the amount of \$19,000, to be paid from the General Fund (001), Cost Center 110201;
- B. Authorize the Chairman to sign the Agreements and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Orders.

7. Recommendation Concerning Budget Amendment #309 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #309, Escambia County Restricted Fund (101), Development Review Fees Fund (116), CDBG HUD Entitlement Fund (129), Fire Protection Fund (143), HUD HOME Fund (147), in the amount of \$308,800, to cover personnel shortages in National Pollutant Discharge Elimination System Grant (NPDES), Development Review, Neighborhood Enterprise, and Fire Services.

8. Recommendation Concerning the Exchange of County Property with Shannon O. Radford - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the exchange of County property, for property owned by Shannon O. Radford, on Crowndale Road:

A. Adopt a Resolution authorizing the exchange of a portion of a County parcel (approximately 0.43 acres), for a portion of a parcel (approximately 0.08 acres), owned by Shannon O. Radford, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and Contract for Sale and Purchase;

- B. Waive the retention of the fractional interest in the phosphates, minerals, metals and petroleum, in the parcel to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes;
- C. Authorize the payment of documentary stamps because the property is being acquired for public use, which is for the Crowndale Road right-of-way, and the public benefits from the exchange by having safer, more efficient traffic flow and improved stormwater drainage; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the exchange of the properties without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 210107/56101, Project No. 08EN0068]

9. Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reductions, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

- 1. Ira Drive, from East Olive Road to Atwood Drive;
- 2. Atwood Drive, from Ira Drive to North Hilburn Road; and
- 3. North Hilburn Road, from East Olive Road to Atwood Drive; and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

10. Recommendation Concerning Waiving a Road Block Permit Fee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board waive a Road Block Permit Fee of \$75, for a block party on October 31, 2014, on La Borde Lane, from Eastpointe Drive to Northpointe Boulevard, requested by Mr. Daniel Price.

11. Recommendation Concerning the Acceptance of a Drainage Easement

Located at 11640 Chanticleer Drive - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning the acceptance of the donation of a 20-foot-wide drainage easement (approximately 0.09 acres), located at 11640 Chanticleer Drive, from Joseph A. and Angelina A. Yannuzzi, for the Chanticleer Drainage Project:

- A. Accept the donation of a 20-foot-wide drainage easement (approximately 0.09 acres), located at 11640 Chanticleer Drive, from Joseph A. and Angelina A. Yannuzzi, for the Chanticleer Road Drainage Project;
- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Codes 54612/56101, Project #ESDPW46]

12. Recommendation Concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements:

A. Adopt the Resolutions supporting the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements;

B. Approve the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements as summarized below and as provided; and

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 1

Project Name	FPID#	Amount
Marlane Drive	436249-1-68-01	\$ 28,765.90
11922 - 12034 Gulf Beach Highway	436251-1-68-01	\$ 14,114.77
1300 East Johnson Avenue	436252-1-68-01	\$ 8,915.46
Johnson Avenue Culvert	436252-3-68-01	\$ 547,176.93
	TOTAL Package 1:	\$ 598,973.06

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 2

Project Name	FPID#	Amount
8600-8680 Beulah Road	436253-1-68-01	\$ 9,072.97
Chemstrand Road	436254-1-68-01	\$ 16,881.04
CR 292 Chemstrand Road, MP 2.802	436254-3-68-01	\$ 15,387.84
West Detroit Boulevard at Bridge #484057	436256-1-68-01	\$ 14,984
1997 West Detroit Boulevard	436256-2-68-01	\$ 24,814.23
	TOTAL Package 2:	\$ 81,140.08

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 3

Project Name	FPID#	Amount	
South Old Corry Field Road	436259-1-68-01	\$ 78,302.65	
Olive Road at Gully	436284-1-68-01	\$ 13,155.34	
Dogtrack Road	436285-1-68-01	\$ 105,900.48	
CR 297A Ditches	436286-1-68-01	\$ 112,637.83	
CR 297A Box Culvert	436286-2-68-01	\$ 124,614.02	
	TOTAL Package 3:	\$ 434,610.32	

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 4

Project Name	FPID#	Amount
Bauer Road at Weekley Bayou	436561-1-68-01	\$ 63,828.46
Bauer Road at Judd Branch	436562-1-68-01	\$ 51,393.43
	TOTAL Package 4:	\$ 115,221.89

C. Authorize the Chairman to sign the Resolutions, the Agreements, and any other documents associated with this Agreement.

[Funding Source: The Florida Department of Transportation (FDOT) agrees to reimburse Escambia County an amount not to exceed \$1,229,945.35 for actual direct costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, Disaster Recovery Fund, April 2014 Floods]

13. Recommendation Concerning Juvenile Justice Mechanical Flood Repairs - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.094, Juvenile Justice Mechanical Flood Repairs to, James B. Donaghey, Inc., in the amount of \$94,414, and authorize the County Administrator to execute all Purchase Orders, \$50,000, or greater, for the Owner Direct Purchases.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56401, Project #414F0080]

14. Recommendation Concerning the Purchase of Fire Rescue Uniforms Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board award PD 13-14.091, Purchase of Fire Rescue Uniforms Contract, in accordance with the terms and conditions of the solicitation, in an estimated yearly amount of \$140,000, and approve a three-year Agreement for the Purchase of Uniforms between Escambia County and Bosso's Uniform Company, Inc., with two, twelve-month extension periods, not to exceed a total of 60 months.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, and Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55201, as required for the annual Budgeted amount of \$140,000]

15. Recommendation Concerning a Change Order to Hewes and Company, LLC, Regarding "Blue Springs Avenue Emergency Repair" - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Hewes and Company, LLC, on Contract PD 13-14.072, "Blue Springs Avenue Emergency Repair Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Deductive
Amount:	(\$3,410.03)
Vendor:	Hewes and Company, LLC
Project Name:	"Blue Springs Avenue Emergency Repair
Contract:	PD 13-14.072
PO#:	141675
CO#:	1
Original Award Amount:	\$499,923.43
Cumulative Amount of Change Orders Through this CO:	(\$3,410.03)
New Contract Total:	\$496,513.40

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW17]

COUNTY ATTORNEY'S REPORT

- I. For Action
- 1. Recommendation Concerning Scheduling a Public Hearing to Consider a Large Outdoor Entertainment Events Ordinance

That the Board authorize the scheduling of a Public Hearing on November 6, 2014 at 5:33 p.m. to adopt an ordinance regulating large outdoor entertainment events.

2. Recommendation Concerning Rezoning the NOLFX Property in Santa Rosa County

That the Board delegate authority to the County Administrator or his designee to sign any documents necessary and to act as an agent for Escambia County concerning any rezoning, land use amendment and any other development related procedures required relative to the NOLFX property in Santa Rosa County.

3. Recommendation Concerning the Memorandum of Understanding (MOU) between the Board of County Commissioners, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to Cooperate in Funding the Purchase of an Emergency Notification System.

That the Board approve the Memorandum of Understanding between the Board of County Commissioners of Escambia County, Florida, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to cooperate in funding the purchase of an emergency notification system.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6983 Proclamations 6.

BCC Regular Meeting

Meeting Date: 10/16/2014

Issue: Ratification/Adoption of Proclamations

From: Jack Brown

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Proclamations.

<u>Recommendation:</u> That the Board take the following action concerning the following three Proclamations:

A. Ratify the Proclamation, dated October 6, 2014, proclaiming the month of October 2014 as "National Disabilities Awareness Month" in Escambia County;

B. Adopt the Proclamation extending a warm welcome to Most Worshipful Grand Master James W. Ford, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida; and

C. Adopt the Proclamation proclaiming the month of November 2014 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

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: N/A				
IMPLEMENTATION/COORDINATION: N/A				
Attachments Proclamations				

PROCLAMATION

WHEREAS, October is "National Disabilities Awareness Month" in the United States of America; and

WHEREAS, the State of Florida is the fourth-largest state in the United States of America with a population of more than 19 million. There are 303,000 citizens residing in Escambia County; and

WHEREAS, approximately 24 percent of people living in Escambia County have one or more disabilities. There are approximately 72,000 disabled people living in Escambia County; and

WHEREAS, in spite of many laws, efforts of governments, private employers, and individuals, the unemployment rate for persons with disabilities remains high when compared to that of persons without a disability; and

WHEREAS, June 1 through November 30 of each year is hurricane season, and these storms pose a special threat to the safety and well-being of persons with disabilities; and

WHEREAS, our goal has been to eliminate barriers to persons with disabilities obtaining meaningful employment and assuring that adequate preparations have been made for their care in times of emergency; and

WHEREAS, we should recognize that members of participating organizations have worked tirelessly to bring to fruition adequate plans and measures to assure that Federal, State, and local governments, as well as other organizations, are prepared to assist Florida's citizens with disabilities in times of emergency and crisis.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, does hereby proclaim the month of October 2014 as

"NATIONAL DISABILITIES AWARENESS MONTH"

in Escambia County and calls upon the citizens of Escambia County to observe this month with appropriate programs, activities, and ceremonies supporting this occasion.

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, Chairman, District Two

Grover C. Robinson, IV, District Four

ATTEST: Pam Childers

Clerk of the Circuit Court

Deputy Clerk

Dated: October 6, 2014

PROCLAMATION

WHEREAS, Most Worshipful Grand Master James W. Ford was elected the Grand Master of Free and Accepted Masons of the State of Florida on May 28, 2014, in Orlando, Florida; and

WHEREAS, Most Worshipful Grand Master Ford was born in Baltimore, Maryland on July 10, 1941, where he attended both Baltimore Junior College and the University of Maryland. Ford served two years in the United States Army and was honorably discharged with the rank of E-5. He began his business career at an early age with the Southland Corporation, 7-Eleven Food Stores, where he held various management positions in the Baltimore, Washington, D.C., and Virginia areas. In 1993, he retired with over 30 years of service; and

WHEREAS, on March 21, 1983, Most Worshipful Grand Master Ford married Joy Hall Sayre and together they have four children and seven grandchildren. In 1990, he transferred and relocated his family to Hillsborough County, Florida. Joy always dreamed of serving with her husband as Grand Master and First Lady, but she was diagnosed with lung cancer on August 21, 2012, and passed away on May 18, 2013; and

WHEREAS, Most Worshipful Grand Master Ford received the Three Symbolic Degrees of Freemasonry in Olin S. Wright Lodge No. 79 on October 26, 1996. He is also a member of the Scottish Rite Valley of Tampa, 32nd Degree, KCCH, Egypt Shrine, Plant City Shrine Club, Past Masters Units of both the Shrine and the Scottish Rite. Throughout the years, he has been appointed to serve in numerous capacities for several Masonic districts; and

WHEREAS, Most Worshipful Grand Master Ford was elected Junior Grand Warden of the Most Worshipful Grand Lodge of Free and Accepted Masons of the State of Florida and was installed on June 1, 2012, which led to his installment of Senior Grand Warden less than a year later. He devotes most of his time to the Masonic Fraternity and Appendant Bodies.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, extends a warm welcome to Most Worshipful Grand Master James W. Ford, Grand Master of Free and Accepted Masons of the State of Florida, upon the occasion of his visit to Escambia County, Florida.

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: October 16, 2014

PROCLAMATION

WHEREAS, in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die from the disease; and

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just six percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis, while 94 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 2,890 deaths will occur in Florida in 2014; and

WHEREAS, the Recalcitrant Cancer Research Act was signed into law in 2013, which calls on the National Cancer Institute to develop a scientific framework, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Escambia County and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education, related to developing effective treatments and a cure for pancreatic cancer; and

WHEREAS, the Pancreatic Cancer Action Network and its affiliates in Escambia County support those patients currently battling pancreatic cancer, as well as families of those patients who have lost their lives to the disease, and are committed to nothing less than a cure; and

WHEREAS, the good health and well-being of the residents of Escambia County are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Escambia County, Florida, designates the month of November 2014 as "Pancreatic Cancer Awareness Month" in Escambia County, Florida.

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: October 16, 2014



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6967 Public Hearings 8.

BCC Regular Meeting

Meeting Date: 10/16/2014

Issue: 9:11 a.m. Public Hearing to Adopt the Legacy Oaks Subdivision Street

Lighting MSBU Ordinance

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

9:11 a.m. Public Hearing for Consideration of Adopting an Ordinance Creating the Legacy Oaks Subdivision Street Lighting MSBU.

<u>Recommendation:</u> That the Board adopt, and authorize the Chairman to sign, the Ordinance creating the Legacy Oaks Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

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

- B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners of the property contained in Legacy Oaks Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

Petitions for creating the MSBU district were circulated in the subdivision. There are an estimated 52 properties, and of these, 65% of the property owners signed the petition in favor. This meets the 55% approval requirement specified in the MSBU Guidelines and Procedures. The estimated cost per residential lot will be \$247 for the first assessment which will cover approximately 23 months and a 10% reserve, and then will decrease to an estimated 12 month assessment of \$117.70.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Legacy Oaks MSBU Ordinance

O.	RD	IN	ΑN	CE	2014	ļ-	

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING THE LEGACY OAKS SUBDIVISION STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE OFFICIAL RECORDS OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a municipal service benefit unit, and the proposed Legacy Oaks Subdivision Street Lighting Municipal Service Benefit Unit has met the criteria established by the Board of County Commissioners for a municipal service benefit unit; and

WHEREAS, by Resolution R2013-144, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in the Legacy Oaks Subdivision have met the criteria established by the Board of County Commissioners for a municipal services benefit unit, and the property owners wish to establish such an MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 52 properties in this proposed district and the property owners in the Legacy Oaks Subdivision have submitted a petition to the Board of County Commissioners which contains signatures of greater than 55% of the total of such owners; and

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

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in the Legacy Oaks Subdivision.

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

Section 1: AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for

the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

- **Section 2:** SHORT TITLE. This Ordinance shall be known and referred to as the Legacy Oaks Subdivision Street Lighting Municipal Service Benefit Unit Ordinance.
- <u>Section 3</u>: **DEFINITIONS.** When used in this Ordinance, the following terms shall be defined to mean:
- A. Base Rate shall mean the rate necessary to fund the costs of the Legacy Oaks Subdivision Street Lighting District divided by the total ERU's in the District.
 - B. Board shall mean the Board of County Commissioners of Escambia County, Florida.
- C. Costs shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.
- D. County or Escambia County shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.
- E. District shall mean that geographical area of the Legacy Oaks Subdivision Street Lighting Municipal Service Benefit Unit described hereafter.

The Legacy Oaks Subdivision Street Lighting District shall include the following:

A single family residential re-subdivision of Lots 3 thru 6, and a Portion of Lots 13, 14, & 15, Block 4, National Land Sales Plat, & the East ½ of the vacated portion of Bates Drive, being a subdivision of a Portion of Sections 13 & 20, Township 1 South, Range 30 West, County of Escambia, classified by the Property Appraiser's records in Plat Book 18, Page 56, all properties benefitting from street lights, excluding: Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones and further described in Exhibit A attached hereto and incorporated herein.

- F. Equivalent Residential Units (ERU's): A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.
 - G. Fiscal Year shall mean the period of time between October 1st and September 30th.
- H. Improvements: All street lighting projects and equipment presently located or to be located within or added to the District in the future including, but not limited to, poles, wires, conduits, lighting and all necessary appurtenances.

- I. Lot shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel, which is in the Legacy Oaks Subdivision.
- J. Person shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.
- K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.
- <u>Section 4.</u> **DISTRICT CREATED.** There is hereby created within Escambia County the Legacy Oaks Subdivision Municipal Service Benefit Unit for the purpose of street lighting within the District.
- Section 5. GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:
- A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.
- B. To provide for or contract for the installation of street lighting and related Improvements within the District.
- C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.
- D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.
 - E. To prepare and adopt an annual budget for the District(s).
- F. To make legislative findings related to the special benefits provided to Lots located in the District.
 - G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Section 6. LEGISLATIVE FINDINGS.

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual Lot in the District, but also increases safety in the District surrounding individual Lots and the ability of Lot owners to use their individual Lots after dark.
- B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. Commercial Lots' benefits from improved street lighting vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.
- D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Section 7. SPECIAL ASSESSMENT PROCEDURES.

- A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.
- B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.
- C. Each Fiscal Year the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.
- D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

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

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

- E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.
- F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632 (2) at the rate set forth in Section 197.3632 (2), Florida Statutes as amended.

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

Section 8. APPEAL PROCESS.

- A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed. The County Administrator or designee shall review the request and determine within ten (10) business days whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.
- B. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.
- C. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the property owner the Board of county Commissioners finds no error in the assessment of the owner's real property and the property owner may appeal the Board's decision to the circuit court within thirty (30) days.
- D. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.
- Section 9. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.
- <u>Section 10</u>. INCLUSION IN THE OFFICIAL RECORDS. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Official Records of Escambia County and a codification of such ordinances shall be kept by the Clerk of the Circuit Court.

Section 11. Department of		Ordinan	ce shall become effective upon filing with the		
DONI	E AND ENACTED this d	lay of	2014.		
sufficiency.	to form and legal	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA			
By/Title:		ву:	Lumon J. May, Chairman		
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:	Deputy Clerk	_			
(SEAL)					
ENACTED:					
FILED WITH DEPARTMENT OF STATE:					
EFFECTIVE):				

EXHIBIT A

LEGAL DESCRIPTION:

The East half of vacated Bates Drive as recorded in OR Book 5735, at Page 141 of the Escombia County \mathcal{P}^{I-2d} Florida records, AND Late 3, 4, 5, and 6 inclusive and a parties of late 13, 14 and 15, Black 4, National Land Sales Plat, being a subdivision of a portion of Sections 20 and 13, Township 1 South, Range 30 West, County of Escambia, State of Florida, and being more particularly described as follows:

COMMENCING from the Northeast Corner of Lot 13 and assuming the West Right of Way line of Chisholm Road as bearing North 00°00'05". West with all other bearings contained herein relative thereta:

THENCE North 00°00'05" West along said West Right of Way line a distance of 64.50 feet to the POINT OF BEGINNING.

THENCE North 85°00'01" West a distance of 230.57 feet THENCE South 08°28'50" West a distance of 284:73 feet THENCE North 74°43'09" West a distance of 382.38 feet;

THENCE South 00°58'49" West a distance of 241.42 feet to a point on the South line of said Lot 6;

THENCE South 88°52'10 West along said South line a distance of 651.56 feet to the Centerline of Bates Drive (30' vacated Right of Way):

THENCE North 00°00'00 East along said centerline line a distance of 1319.08 feet to the North line of oforewold Lot 3:

THENCE deporting said centerline North 88'52'10 East along said North line a distance of 660.13 feet to the Northeast Corner of sold Lot 3:

THENCE South 00'00'00 West along the East line of Lats 3 and 4 a distance of 524.54 fest;

THENCE North 66*52'10 East a distance of 628.53 feet to the West Right of Way line of afgreeold Chisholm Road:

THENCE South 00°00'05 East along said West Right of Way line, a distance of 135.00 feet to a point on the North line of Lot 14;

THENCE North 88'52'10 East (also being a portion of the North line of said Lot 14) a distance of 8.00 feet; THENCE South 00'00'05" East along sold West Right of Way Line, a distance of 266.13 feet to the POINT OF BEGINNING.

The above described parcel contains 1,201,248 Square Feet (25.58 acres) more or less,

Al-6991 Clerk & Comptroller's Report 9. 1.

BCC Regular Meeting Consent

Meeting Date: 10/16/2014

Issue: Acceptance of Documents

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. A copy of *Resolution No. 791, Adoption of Fiscal Year 2014-2015, Budget*, adopted by the Governing Board of the Northwest Florida Water Management District on September 25, 2014, as provided by Wendy Dugan, Director, Division of Administration, Northwest Florida Water Management District, and received in the Clerk to the Board's Office on September 30, 2014; and

B. The Escambia/Pensacola SHIP Program Annual Report (July 1, 2013 - June 30, 2014), based on the Board's action of April 2, 2013, regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan, authorizing the Chairman and/or the County Administrator, as appropriate, to execute all documents required to submit, receive, and implement SHIP Plan and all related activities.

Attachments

20130402 CAR II-5

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-7. Approval of Various Consent Agenda Items Continued
 - 4. Authorizing the Chairman to send a letter to the Florida Department of Revenue informing them that the Escambia County Board of County Commissioners is aware that proceeds available to Counties, pursuant to Section 212.20(6)(d)6a, Florida Statutes, are being directed to the Escambia County School District.
 - 5. Taking the following action regarding the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (Funding: Fund 120, SHIP; funds will be budgeted in Fiscal Year 2014):
 - A. Adopting the Resolution (R2013-42) approving the Escambia/Pensacola 2014-2016 SHIP Local Housing Assistance Plan, including SHIP financed affordable housing strategies, specified eligibility and beneficiary definitions, average and maximum SHIP award limitations, fiscal and administrative provisions, description of affordable housing incentives, annual program service delivery goals, and required SHIP certifications; projected SHIP funding (estimated program income only) for each year of the three-year Plan period is: 2014 \$100,000; 2015 \$100,000; and 2016 \$100,000;
 - B. Approving the SHIP Program Escambia/Pensacola Interlocal Agreement with the City of Pensacola providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and the Escambia/Pensacola Local Housing Assistance Plan;
 - C. Authorizing staff to revise the SHIP budgetary allocations within the approved Plan or between the approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation (FHFC); and
 - D. Authorizing the Chairman and/or the Interim County Administrator, as appropriate, to execute all documents required to submit, receive, and implement the SHIP Plan and all related activities.

Al-7005 Clerk & Comptroller's Report 9. 2.

BCC Regular Meeting Consent

Meeting Date: 10/16/2014

Issue: Minutes and Reports

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held October 9, 2014; and

B. Approve the Minutes of the Regular Board Meeting held October 9, 2014.

Attachments

20141009 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD OCTOBER 9, 2014

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

(9:05 a.m. – 10:00 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

Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Susan Woolf, General Counsel to the Clerk

Lizabeth Carew, Administrative Specialist, Clerk & Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Gene M. Valentino, District 2

Commissioner Wilson B. Robertson, District 1

- 1. <u>FOR INFORMATION:</u> The agenda for the October 9, 2014, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter and County Attorney Rogers reviewed the Regular BCC Agenda;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter reviewed the County Administrator's Report, with comments from Amy Lovoy, Keith Wilkins, Wes Moreno, Robert Turpin, and Michael Rhodes; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6904 Growth Management Report 9. 1.

BCC Regular Meeting Public Hearing

Meeting Date: 10/16/2014

Issue: 9:10 a.m. - A Public Hearing - SSA 2014-02 3330 West Park Place

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

9:10 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Future Land Use Map for SSA 2014-02

That the Board of County Commissioners (BCC) review and adopt Small Scale Amendment SSA 2014-02; amending Part II of the Escambia County Code of Ordinances (1999), the Escambia County Comprehensive Plan, as amended; amending the 2030 Future Land Use Map designation.

At the September 30, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The applicant has requested a Future Land Use (FLU) map amendment to change the FLU category of three parcels totaling 5.48 (+/-) acres, from Commercial (C) to Mixed-Use Urban (MU-U) FLU. The zoning designation for the referenced parcel is currently C-2, General commercial and light manufacturing district (cumulative).

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to the Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance - Draft
Ordinance - Clean
Application Packet
Staff Analysis

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: SSA-2	2014-02 West F	Park Place		
Date: 9/5/14				
Date requested back	k by:	9/9/14		
Requested by:	Lemos			
Phone Number: _59	95-3467			
(LEGAL USE ONL	.Y)			
Legal Review by _	7	th		
Date Received:	9/5/14			
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Additional commen	ts:			

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Purpose and Intent Section 1.

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF THREE PARCELS WITHIN SECTION 08, TOWNSHIP 2S, RANGE 30W, REMAINDER OF PARCEL NUMBER 1000-000-020 AND PARCELS 1000-000-030 AND 1000-000-040 TOTALING 5.48 (+/-) ACRES. LOCATED ON WEST PARK PLACE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U): PROVIDING FOR A TITLE: PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

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

1 2

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2014-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

Three parcels within Section 08, Township 2S, Range 30W, Remainder of Parcel Number 1000-000-020, and parcel numbers 1000-000-030, 1000-000-040 totaling 5.48 (+/-) acres, located on West Park Place, as more particularly described by Merrill Parker Shaw, Inc., in the boundary survey dated August 25, 2014, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

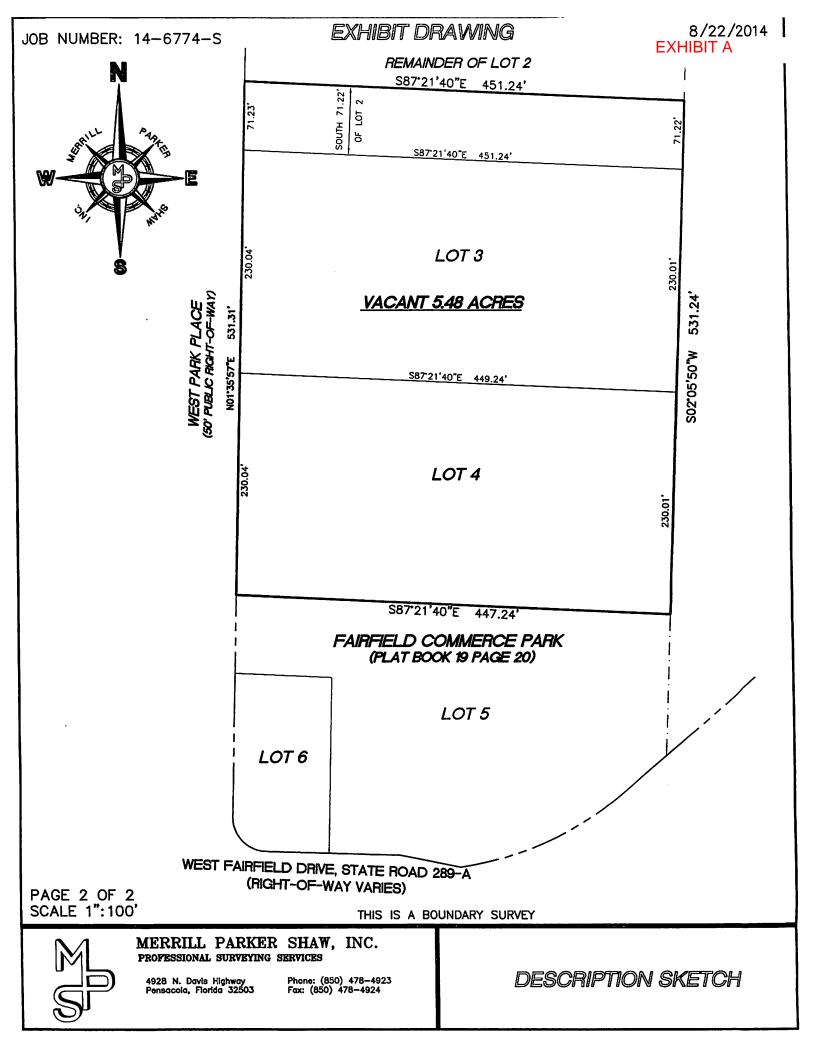
Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or

1	relettered ar	nd the word "ordina	ance" may be cha	anged to "section," "article," or such oth	ner
2	appropriate	word or phrase in o	order to accompli	lish such intentions.	
3		•	-		
4					
5	Section 6.	Effective Date			
6					
7					
8	Pursuant to	Section 163.3187	(5)(c), Florida St	tatutes, this Ordinance shall not becor	me
9				enged within 30 days after adoption, t	
10				Department of Economic Opportunity	
11				rder determining the Ordinance to be in	
12	compliance.			J	
13	•				
14					
15	DONE AND	ENACTED this	day of	, 2014.	
16					
17			В	BOARD OF COUNTY COMMISSIONER	RS
18				OF ESCAMBIA COUNTY, FLORII	DΑ
19					
20					
21			By: _		
22				Lumon J. May, Chairman	
23					
24	ATTEST:	PAM CHILDERS			
25		Clerk of the Circu	uit Court		
26					
27					
28		By:			
29		Deputy Cl	erk		
30					
31					
32	(SEAL)				
33					
34					
35	ENACTED:				
36	EU ED WET	LTUE DEDARTUE	NT 05 07 4 75		
37	FILED WITH	H THE DEPARTME	:NI OF STATE:		
38	EEEE OT!				
39	EFFECTIVE	: DATE:			



JOB NUMBER: 14-6774-S

DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.:

THE SOUTH 71.22 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, FAIRFIELD COMMERCE PARK, A SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 19 AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174 STATE OF FLORIDA

NOT VALID WITHOUT ORIGINAL RAISED SEALS
OF FLORIDA REGISTERED

NAT PARK

PAGE 1 OF 2

THIS IS A BOUNDARY SURVEY



MERRILL PARKER SHAW, INC. PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway Pensacola, Florida 32503 Phone: (850) 478-4923 Fax: (850) 478-4924 LEGAL DESCRIPTION

PREPARED BY: AES, CHECKED BY: EWP

ORDINANCE NO. 2014-___

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF THREE PARCELS WITHIN SECTION 08, TOWNSHIP 2S, RANGE 30W, REMAINDER OF PARCEL NUMBER 1000-000-020 AND PARCELS 1000-000-030 AND 1000-000-040 TOTALING 5.48 (+/-) ACRES, LOCATED ON WEST PARK PLACE, FROM COMMERCIAL (C) TO MIXED-USE URBAN (MU-U); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

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

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Small Scale Amendment 2014-02."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use change.

Three parcels within Section 08, Township 2S, Range 30W, Remainder of Parcel Number 1000-000-020, and parcel numbers 1000-000-030, 1000-000-040 totaling 5.48 (+/-) acres, located on West Park Place, as more particularly described by Merrill Parker Shaw, Inc., in the boundary survey dated August 25, 2014, attached as Exhibit A, from Commercial (C) to Mixed-Use Urban (MU-U).

Section 4. Severability

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

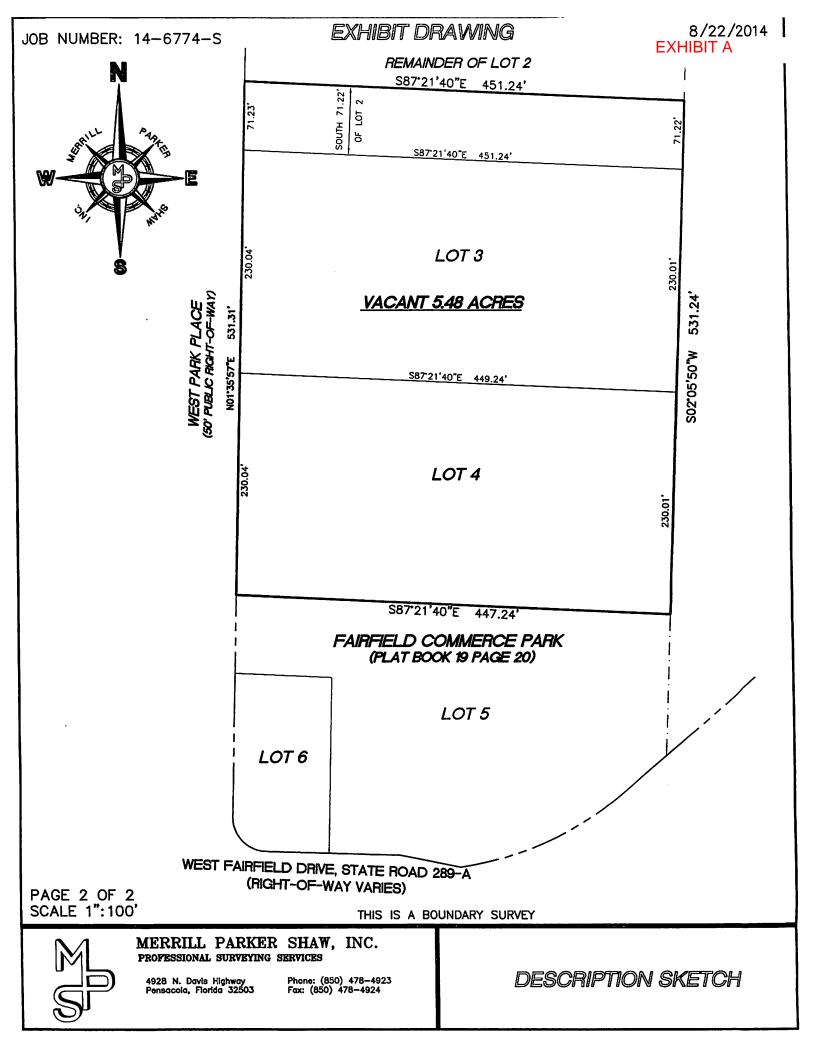
Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date

Pursuant to Section 163.3187(5)(c), Florida Statutes, this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

DONE AND	ENACTED this	day of		, 2014.	
				D OF COUNTY COMMIS OF ESCAMBIA COUNTY,	
		E	Зу:	Lumon J. May, Chairm	an
ATTEST:	PAM CHILDERS Clerk of the Circuit C	Court			
	By:				
(SEAL)					
ENACTED:					
FILED WITH	THE DEPARTMENT	OF STA	ГЕ:		
EEEECTIVE	DATE:				



JOB NUMBER: 14-6774-S

DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.:

THE SOUTH 71.22 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, FAIRFIELD COMMERCE PARK, A SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 19 AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174 STATE OF FLORIDA

NOT VALID WITHOUT ORIGINAL RAISED SEALS
OF FLORIDA REGISTERED

NAT PARK

PAGE 1 OF 2

THIS IS A BOUNDARY SURVEY



MERRILL PARKER SHAW, INC. PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway Pensacola, Florida 32503 Phone: (850) 478-4923 Fax: (850) 478-4924 LEGAL DESCRIPTION

PREPARED BY: AES, CHECKED BY: EWP

SSA-2014-02



September 9, 2014

Juan C Lemos, CFM
Senior Urban Planner
Development Services Dept.
Escambia County BCC
3363 W Park Place
Pensacola, FL 32505

Re: Small Future Land Use Change

Mr. Lemos,

Please accept this letter as confirmation of our intent to change the future land use on the attached described property from Commercial to Mixed Use Urban. Beneficial Development 14, LLC plans to develop the property along West Park Place (description attached) into a multifamily development. The development will consist of 96 units in 4 three (3) story walk up garden style buildings. On site there will be a club house with leasing office, fitness center, computer lab and library, pool, tot lot/playground and laundry facility.

If you have any questions please feel free to contact me at (941)-929-1270 ext.103. We look forward to working with the County to bring this development to fruition.

Sincerely,

Ken Bowron Jr.

Developer

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION (Revised 10/04/13)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with ydo answer any questions you may have.

It is important for the application packet to be <u>complete</u> and <u>on time</u> in order to process and schedule your request for the required public heaing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for <u>all</u> items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, <u>mustain</u> the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handlinghe request, the owner mustaign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) uthorizing said agent to act in his/her behalf.

FEES: An application fee of \$2,964.50 for a large-scale amendment and \$2,117.50 for a small-scale amendment. For a large-scale amendment only, a \$1000.00 advertisingdeposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are reponsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2.09.05). An estimated minimum c ost of advertisement fees for two public hearings is \$1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

Page 1 of 7

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OFFICE USE ONLY):
TYPE OF REQUEST: SMALL SCALE FLU AMENDMENTX
LARGE SCALE FLU AMENDMENT
Current FLU C Desired FLU: MU-U Zoning: C-1
Planning Board Public Hearing, date(s): _30 SEP 2014
BCC Public Hearing, proposed date(s): 9 OCT 2014
Fees Paid 2117.50 Receipt # 616882 Date: 3 SEP 2014
OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL
Name: Fairfield Drive Properties, LLC
Address: 1901 Cypress Street
City: Pensacola State: FL Zip Code: 32502
Telephone: (850) <u>432-9620</u> Email:
DESCRIPTION OF PROPERTY:
Street address: Parcel #1 3380 West Park Pl., Parcel #2 3360 West Park
Parcel #3 3330 West Park Pl.
Subdivision: Fairfield Commerce Park
Property reference number: Section08Township2SRange30
Parcel 1000 Lot 000 Block 020
Size of Property (acres) Parcel #2: Section 08 Township 2S Range 30 Parcel 1000 Lot 000 Blk 030 Parcel #3: Section 08 Township 2S Range 30 Parcel 1000 Lot 000 Blk 040

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this
 application is of my own choosing, and taff has explained all procedures relating to this
 request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- I understand there are no guarantees as to the outcome of this request application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- I authorize County Staff to enter upon theoroperty referenced herein at any reasonable time for purposes of site inspection; and

location(s) to be determined by Cou	otice sign(s) on the property referenced herein at a unty Staff.
Hiroles Hulford I	Oouglas Halford 9.2.14
Signature (Property Owner)	rinted Name Date
Signature (Agent's Name (or owner if represer Address: 1901 Cypress Street	nting oneself) Printed Name Date
City:State: _F	<u>г</u> Zip:32502
Telephone (850) <u>432</u> - <u>9620</u> Fax i	#(850) <u>549</u> - <u>4761</u>
STATE OFFLORIDA COUNTY OF _ESCAMBIA	
oath. He/she is () personally known to me, (and/or () produced current	efore me this 2nd day of Systember, ford who () did (Adid not take an) produced current Florida/Other driver's license, as identification.
Unducaternal	Andrea Bennett
Signature of Notary Public Date	Printed Name of Notary
My Commission Expires(Notary seal must be affixed)	Commission No ANDREA BENNETT Page 4 of 7

MY COMMISSION # EE 880725 EXPIRES: March 5, 2017 Bonded Thru Notary Public Underwriters

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this
 application is of my own choosing, and taff has explained all procedures relating to this
 request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- I understand there are no guarantees as to the outcome of this request application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- I authorize County Staff to enter upon theoroperty referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (Property Owner) Printed Name Da	te
Ken Bowron Jr. 9/2/	1
Signaturé (Agent's Name (or owner if representing oneself) Printed Name Date	
Address: 3550 S. Tamiam: Trail	
City: Saraso for State: FL Zip: 34239	
Telephone (991) 929 - 1270 41/05 Fax # (991) 929 - 1271	
Email: Kbowren@beneficialcon.com	
STATE OF FLORIDA COUNTY OF SARASO TA	
The forgoing instrument was acknowledged before me this adday of Sept year of 3014 by KENNETH DOWNOOD R who () did (v) did not take oath Helshe is (1) personally known to me, () produced current Florida/Other driver's lice and/or () produced current as identification.	
Alandan 9/2/14 J. VAN HORN	
Signature of Notary Public Date Printed Name of Notary	
My Commission Expires 2/19/2016 Commission No. EE 145 945	
(Notary seal must be affixed)	
J. VAN HORN Page Commission # EE 145945 Excess February 19, 2016	4 of 7

- Sin Insurance 800-385-7019

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at 3380, 3360, 9 3536 10. Perk Place
Pensacola, Florida, Property Reference Number(s) 092530100000000000000000000000000000000000
I hereby designate her bown or. , for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.
This Limited Power of Attorney is granted on this 2 day of September, the year of
2014 , and is effective until the Board of County Commissioners has rendered a decision on
this request and any appeal period has expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time with a written, notarized notice to the Planning and
Engineering Department.
Signature of Property Owner 9:3:14 Printed Name of Property Owner Ken Bowren Jr.
Signature of Agent Date <u>Printed</u> Name of Agent
STATE OF FLORIDA
COUNTY OF SAKASOTA
The foregoing instrument was acknowledged before me this and day of Sept, year of 2014, by KENNETH DOWRON TR who () did () did not take an
oath.
He/she is () personally known to me, () produced current Florida/Other driver's license,
and/or () produced currentas
identification.
Devandam 9/2/14 J. VANHORN
Signature of Notary Public Date Printed Name of Notary Public
Jevanthum 9/2/14 J. VANHORN

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at	3380, 3360	and 3330 V	West Pa	ark Pl.,	
Pensacola, Florida, Property Reference	Number(s)	82830100000	00020,	0825301000000030	and
l hereby designate <u>Ken Bowron,</u>	Jr., for the	82S30100000 sole purpose of c	00040 completing	this application	
and making a presentation to the Plan	ning Board, sittir	ng as the Local P	lanning A	gency, and the	
Board of County Commissioners, to	equest a chang	e in the Future La	and Use o	on the above	
referenced property.					
This Limited Power of Attorney is gran	ted on this 2n	d_day ofSep	tember	_, the year of	
2014 , and is effective until the Boar	d of County Cor	nmissioners has	rendered	a decision on	
this request and any appeal period has	expired. The	owner reserves th	ne right to	rescind this	
Limited Power of Attorney at any time Engineering Department.	with a written, n	otarized notice to			
Signature of Property Owner	Date	Printed Nam			
Signature of Agent Date		<u>Printed</u> Nam	e of Agen	t	
STATE OFFlorida	_				
COUNTY OF _Escambia	_				
The foregoing instrument was acknow	ledged before n	ne this <u>2</u> da	y of Sp	ember, year of	
2014, by Douglas Half	ord	who	o () did (did not take an	
oath.					
He/she is (✓) personally known to me				's license,	
and/or () produced current				as	
identification.	,	^			
Undreak ours		Andre	ea Be	nnett	
Signature of Notary Public	Date	Printe	d Name o	f Notary Public	
Commission Number	M	y Commission E	xpires		
(Notary seal must be affixed)	MY COMMIS EXPIRES	EA BENNETT SSION # EE 880725 S: March 5, 2017 Stary Public Underwriters		Page 5 of 7	

GMR: 10-16-14 SSA 2014-02

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ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

DATA AND ANALYSIS REQUIREMENTS

- A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a <u>need</u> for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

- 2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
- 3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\ProjectsCompPlanning\FLU Application.(revised 03.4.13).doc (Note: print from Adobe (.pdf) version)

Page 7 of 7

REAL ESTATE PURCHASE AGREEMENT

This real estate purchase agreement (the "Agreement") is made and entered into this ______ day of August, 2014 by and between Fairfield Drive Properties, L.L.C., whose address is 1901 Cypress St., Pensacola, FL 32502 (hereinafter referred to as "Seller"), and Beneficial Development 14 LLC, a Florida limited liability company or assign, whose address is 3550 South Tamiami Trail, Suite 301, Sarasota, FL, 34239 (hereinafter referred to as "Purchaser"). The Seller and Purchaser may hereinafter be referred to collectively as the "Parties". This Agreement shall be effective upon execution by both the Seller and the Purchaser (the "Effective Date").

RECITALS

WHEREAS, Seller is the owner of 6.42 +/- acres of Property, located in Escambia County, Florida, as more particularly described on the attached Exhibit "A", hereinafter referred to as the "Real Estate", and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Real Estate on the terms and conditions hereinafter set forth.

AGREEMENT

Subject to the terms and conditions of this Agreement, and in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Seller and Purchaser agree as follows:

- 1. <u>REAL ESTATE, PROPERTY</u>. Subject to the terms and conditions set forth below, Seller shall sell and convey to Purchaser and Purchaser shall purchase from Seller the Real Estate, together with any and all easements, rights-of-way, privileges, benefits, contract rights, development rights, permits, licenses or approvals, improvements, or appurtenances arising from, pertaining to or associated with said real property (collectively, the "Property").
- 2. **PRICE AND PAYMENT**. The purchase price of the Real Estate shall be in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) per acre as determined by the Survey (as defined below) (the "Purchase Price"):
- a. Purchaser shall pay an earnest money deposit of Ten Thousand Dollars (\$10,000.00) to the Escrow Agent by cash or check within ten (10) business days of the Effective Date of this Agreement ("Initial Deposit"). The Deposit shall be held by the Escrow Agent, and shall be refundable upon cancellation of the Agreement for any reason during the Due Diligence Period (defined below). If Purchaser elects to proceed then on the FHFC Board approval of Final Rankings, Purchaser shall deposit an additional Twenty Thousand Dollars (\$20,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit shall be referred to collectively as the "Deposit." The Deposit shall apply to the Purchase Price.

WCT Version. 1.2.09

GMR: 10-16-14 SSA 2014-02

b. The Purchaser shall pay the balance of the purchase price in cash, less any Deposits, by wire transfer of funds at the time of the Closing (defined below) as provided in Paragraph 5.

The Deposit paid pursuant to this Agreement shall be deposited with Heather Toft, Esq., as agent (the "Escrow Agent") and released to the Seller as provided herein. The Escrow Agent upon termination of the Agreement in accordance with terms hereof shall not require Seller's or Purchaser's signature in order to release the escrowed funds. Purchaser shall be entitled to any interest earned on the escrowed funds. The Escrow Agent shall serve without compensation for her services, and shall exercise her duties in accordance with the terms of this Agreement and in good faith, but under no circumstances shall she be held liable to Seller or Purchaser except for acts constituting gross neglect of duty or dishonesty. Upon delivery of the escrowed funds in accordance with the terms of this Agreement, the Escrow Agent's duties shall terminate.

TITLE CONVEYANCE AND SURVEY. Seller shall convey title to the Real 3. Estate by statutory warranty deed at Closing. Said deed shall convey marketable title in fee simple absolute, subject only to the items set forth on the attached Exhibit "B" and real estate taxes not then delinquent (the "Permitted Exceptions"). At least thirty (30) days prior to Closing, Purchaser shall obtain an ALTA Owner's Title Insurance Commitment (the "Commitment") for the Real Estate in an amount equal to the purchase price from First American Title Insurance Company (the "Title Company") for an owner's title insurance policy (the "Title Policy") on the most recent standard ALTA form issued by a title agent selected by Purchaser (the "Title Agent"), and a UCC lien search, and shall furnish a copy of the Commitment to Seller. If such Commitment or UCC lien search discloses any title defects or other matters, other than the Permitted Exceptions, which, in Purchaser's sole judgment, interferes with Purchaser's intended use of the Real Estate, or which renders the title unmarketable, then, prior to closing, Purchaser shall provide written notice of objection thereto to Seller. In such event, if Seller is unable to or does not elect to remedy any such title defects or other such matter of title at Seller's sole cost and expense on or prior to the closing date, then Purchaser at its election, may either acquire the Real Estate subject to the effect of the same or terminate this Agreement without further liability to either party, and the Deposit shall be returned by the Escrow Agent to Purchaser. Purchaser shall, at Closing, pay for the cost of issuance of the Title Policy to Purchaser in the amount of the purchase price. Possession of the Property shall be delivered to Purchaser at Closing. If there are any buildings or other structures on the Property, upon request by Purchaser, Seller shall have such buildings and/or other structures removed from the Real Estate prior to closing. During the term of this Agreement, Seller shall not convey any interest in or otherwise encumber the Real Estate without the prior written approval of Purchaser.

Within ten (10) days from the Effective Date of this Agreement, Seller shall, at its expense, provide a copy of any existing survey of the Real Estate to the Purchaser, prepared by a registered surveyor. The survey shall be updated by the Purchaser, at the expense of Purchaser, 30 days prior to Closing, or at Purchaser's election Purchaser may obtain a new survey obtained by Purchaser as set forth above prepared by a registered surveyor, 30 days prior to Closing. The updated survey or the new survey shall be referred to as the "Survey." The Survey shall be certified to Purchaser, Purchaser's lender, the Title Company and the Title Agent. The legal description prepared from the Survey shall be used in the Seller's deed, provided that the

description is approved as current, by all appropriate governmental authorities. Survey defects shall be deemed and treated as title defects for purpose of this Section 3, and objections thereto shall be subject to the above procedures and time limitations. If purchaser provides written notice of any survey objections, and seller is unable to or does not elect to remedy such survey defects at Seller's cost, on or prior to Closing, the Purchaser at its election may either acquire the Real Estate subject to the effect of the same or terminate this Agreement without further liability to either party, and the Deposit shall be returned by Escrow Agent to Purchaser.

- 4. REAL ESTATE TAXES AND ASSESSMENTS. Real estate taxes shall be prorated as of the date of the Closing, based upon the amount of the most recent available real estate tax bills. Seller shall also be responsible for all assessments against the Real Estate (whether recorded or in the process of being certified) as of the date of the Closing including any deferred sewer or water tap-in fees. All delinquent real estate and personal property taxes and any amounts owing on the lien of any general or special assessments shall be paid by Seller at the time of Closing. If the amount of the real estate taxes prorated at the Closing differs from the amount of the actual real estate taxes for the tax period in question by more than ten percent (10%), the Parties will reprorate based on the actual tax bill and credit the appropriate party within thirty (30) days after receipt of such tax bill. Seller shall be responsible for all conveyance fees and other "taxes" associated with the conveyance of the Real Estate.
- 5. <u>CONTINGENCIES</u>, <u>DUE DILIGENCE</u>, <u>EXTENSIONS</u> & <u>CLOSING</u>. Purchaser intends to construct certain improvements on the Real Estate. By reason thereof, it is necessary for Purchaser to make certain determinations as to the suitability of the Real Estate for Purchaser's proposed development. Therefore, the consummation of this transaction is conditioned upon:
- a. Feasibility Study. Purchaser shall determine whether there is adequate access to the Real Estate, whether utilities are existing or will be existing to serve the Real Estate, and whether soil and subsoil conditions, as well as other economic factors, will permit the efficient and economical construction of Purchaser's proposed improvements. Purchaser, in its sole discretion, shall determine the feasibility of its intended use of the Real Estate, based upon but not limited to the following: access to the Real Estate, availability of utilities adequate to serve the proposed improvements, soil and subsoil conditions, environmental conditions, water and drainage conditions, the existence of wetlands, and any other factors affecting the efficient and economic construction of the Purchaser's proposed improvements and intended use of the Real Estate.
- b. <u>Development Plan Approval</u>. Purchaser shall have obtained, at its expense, from all appropriate governmental authorities and public utilities, all necessary zoning approvals, subdivision approvals and other site plan approvals for its proposed development.
- c. <u>Utilities</u>. All utilities, including but not limited to, storm sewer, sanitary sewer, water, gas, electric and cable, will be available to the property line of the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate. Purchaser shall have obtained, at its expense, any necessary utility easements from adjoining property owners on terms and conditions acceptable to Purchaser.

- Due Diligence Period. Purchaser shall have until December 15, 2014 d. ("Due Diligence Period") to satisfy or waive the conditions set forth in paragraphs 5(a) through 5 above. Purchaser in its sole discretion shall determine whether or not a contingency has been satisfied. Upon the failure of any of the above contingencies to be satisfied within such time period, Purchaser may elect either to waive such contingencies or to terminate this Agreement. Upon notice of such termination, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. If Purchaser fails to deliver notice to Seller that Purchaser is satisfied with or is waiving all of the contingencies set forth in this Paragraph 5 within the time frame set forth above, this Agreement shall automatically terminate, the Deposit made by Purchaser shall be returned by the Escrow Agent in full and the Parties shall have no further obligation hereunder. Seller shall cooperate with Purchaser in obtaining the approvals required pursuant to this paragraph 5, such cooperation to include, but not be limited to, the execution by Seller of any and all documents needed by Purchaser to obtain permits and approvals. Seller hereby grants to Purchaser authority to apply for site plan approval, development plan approval, and clearing and building permits prior to the Closing, and Seller shall execute any and all documents as may be required by the appropriate governmental agency to evidence such authority.
- e. <u>Extension Period</u>. Purchaser shall have the right to extend the Closing by the payment of Five Thousand Dollars (\$5,000.00)(the "Extension Fee" or if more than one, the "Extension Fees") per 30-day period (each such period, an "Extension Period") for up to four (4) Extension Periods by providing written notice to the Seller three (3) business days prior to the Closing Date (defined below) as may be extended from time to time. The Extension Fee(s) shall be paid to Seller to extend the Closing Date for thirty (30) days. The Extension Fee(s) paid to Seller shall be non-refundable, shall not reduce the purchase price, and shall be earned by Seller and deemed to be liquidated damages in the event this transaction does not close.
- f. <u>Closing</u>. Closing to occur upon site plan approval and all building permits issued to the proposed multifamily project, but no later than August 31, 2015 (the "Closing Date"), unless extended in accordance with section 5(g), above (the "Closing").
- (1.) Seller shall execute and/or deliver to Purchaser at Closing the following:
- (a) A statutory Warranty Deed executed by Scller conveying fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions and taxes for the year of Closing;
- (b) A non-foreign certificate in compliance with Section 1445 of the Internal Review Code;
- (c) An assignment or assignments of all of Seller's right, title and interest with regard to all development rights, permits, licenses, consents, approvals, benefits soil tests, development plans, engineering plans or specification, tests, reports, studies, appraisals, analysis, or transportation capacity reservations or certificates, and similar documents or information which Seller may have in its possession and pertaining exclusively to the Property

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(the "Development Rights"), thereto, in form and content satisfactory and to the appropriate governmental agency or entity having jurisdiction thereof;

- (d) Closing Statement; and
- (e) Such other customary documents as reasonably may be reasonably required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the Title Policy as required by the Title Commitment.
- (2.) Purchaser shall have obtained financing on terms and conditions acceptable to Purchaser for the acquisition and development of the Real Estate. If the Agreement is not terminated prior to April 1, 2015, this condition shall be deemed to be waived and of no further force or effect.
 - (3.) Purchaser shall execute and/or deliver to Seller at Closing:
 - (a) Closing Statement;
- (b) The Purchase Price, subject to credits and prorations as provided herein; and
- (c) All documents required hereunder in order to consummate this Agreement, and such other customary documents as may be reasonably required to consummate the transaction contemplated by this Agreement, or which may be required by the Title Company in order to issue the title policies in this Agreement.
- g. <u>Closing Expenses</u>. The cost of documentary stamps on the Deed and of any corrective instruments or actions shall be paid by Seller on or before Closing. The cost of recording the Deed, the Survey, the title insurance premium and any title search charges or other charges pertaining to the Title Commitment and the owners' title insurance policy shall be paid by the Purchaser on or before Closing. Each party shall bear and pay its own attorneys' fees and expenses.
- 6. <u>SITE INVESTIGATION AND CONDITION OF REAL ESTATE</u>. Seller hereby grants to Purchaser a temporary license to enter onto the Real Estate to conduct such engineering and soil testing as it deems appropriate. Purchaser shall conduct such site investigation in such a manner so as to minimize any damage to the Real Estate and, to the extent practicable, Purchaser shall promptly restore any damaged areas of the Real Estate to its condition prior to Purchaser's entry on the Real Estate. Purchaser shall indemnify Seller from and against any actual loss or damage suffered by Seller relating to the entry onto the Real Estate of Purchaser's employees and contractors including without limitation, claims for actual loss and construction liens. Such indemnification shall include Seller's attorney's fees and costs. Prior to the closing, Seller shall not make any material alterations to the Real Estate without the prior written consent of Purchaser.

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Within thirty (30) days after the date of this Agreement, Seller shall deliver to Purchaser copies of all engineering reports, environmental (plant and animal) reports or environmental site assessments, topographical maps, soil tests, feasibility studies, casement agreements, subdivision approvals, title insurance policies and surveys in Seller's possession pertaining to the Real Estate ("Seller's Deliveries"). Seller makes no representations or warranties regarding the completeness or accuracy of Seller's Deliveries.

Seller represents and warrants to Purchaser that Seller has not received notice of any violation of any applicable federal, state or local statute, law, ordinance, order, rule or regulation or of any covenant, condition, restriction or easement affecting the Real Estate. If at Closing, the Real Estate is subject to any city, county, state or federal order, Purchaser shall be entitled to terminate this Agreement and receive a full refund of the Deposit or proceed to Closing at Purchaser's election. Seller further represents and warrants to Purchaser that, to the best of Seller's knowledge, the Real Estate is free from any and all hazardous substances and wastes, asbestos, underground storage tanks, PCB's and wet lands. Within sixty (60) days following confirmation of financing, Purchaser, at its expense, shall perform an environmental audit and wet lands assessment on the Real Estate. In the event such audit discloses the presence of hazardous substances, wastes, asbestos, underground storage tanks or PCB's, then, unless Seller agrees, within ten (10) days after Seller's receipt of notice of the results of such audit, to remove and clean up any such hazardous substances, wastes, asbestos or underground storage tanks and to pay the costs of such removal and clean up prior to the closing date, Purchaser, at its election, may either acquire the Real Estate without requiring the removal of such hazardous substances, wastes, asbestos, underground storage tanks or PCB's, or may terminate this Agreement by written notice thereof to Seller, in which case any deposit made by Purchaser shall be returned by the Escrow Agent in full and neither party shall be under any further obligation hereunder.

7. **ADDITIONAL OBLIGATIONS OF SELLER.** Not Applicable.

- 8. <u>COOPERATION AGREEMENT</u>. Purchaser may need a variety of exclusive and non-exclusive public and private, permanent and temporary utility, drainage, right of way, grading, access, ingress/egress and roadway easement(s) to facilitate its re-development of subject property. Seller hereby agrees to fully cooperate with Purchaser in granting and signing said easements, as needed, and/or assisting Purchaser in obtaining same from required third Parties. The cost of design, designation, and recording of those easements shall be borne by Purchaser.
- 9. <u>SELLER'S REPRESENTATIONS AND WARRANTIES</u>. Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants as of the date of Closing.
- a. <u>No Consents Necessary</u>. Seller has the legal right, power, capacity and authority to enter into and perform its obligations under this Agreement, and no approval or consent of any other person or entity is necessary to authorize the execution of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller.

- b. <u>No Violations</u>. Seller has not received any written notice (i) of any violations by Seller or the Real Estate or any part thereof, of any law, rule, regulation, order or ordinance or (ii) from any insurance company of the existence of any material and adverse condition which requires work to be done to cure such condition with respect to the Real Estate, and Seller has no knowledge that any such notices are forthcoming or that any such conditions or violations exist.
- c. <u>No Pending Proceedings</u>. The Seller represents that, to Seller's knowledge, there is no pending or threatened, condemnation action, litigation, arbitration, administrative action or examination, claim, demand, attachment, execution or similar proceeding whatsoever, relating to the Real Estate or Seller which would adversely affect the Real Estate. Seller shall immediately notify Purchaser of any such claim or proceeding which is made, filed, threatened or instituted by or against Seller or the Real Estate after the date of this Agreement.
- d. <u>No Third Party Rights</u>. The Seller represents that no tenant or other third party has any agreement, option, or other right of first refusal, to purchase the Real Estate or any part thereof nor does any party have any occupancy rights with respect to the Real Estate.
 - e. **Zoning.** Seller represents that the current zoning of the Real Estate is C-2.
- f. Access. Seller has no knowledge of any fact or condition which would result in the termination or impairment of access to the Real Estate from adjoining public or private streets or ways or which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services. To Seller's knowledge, all sewage, sanitation, water retention, and similar facilities servicing the Real Estate are in full compliance with governmental authorities' laws, rules and regulations.
- g. <u>Utilities</u>. All utilities, except sanitary sewer, but including water, gas, electric and cable, are available to the Real Estate. To Seller's knowledge, there is no fact or condition which would impair Purchaser's ability to tap-in and use said utilities for the development of the Real Estate.
- h. <u>Assessments</u>. There are no public improvements which have been ordered to be made and/or which have not heretofore been assessed, and there are no special, general, or other assessments pending, or to Seller's knowledge, threatened against or affecting the Real Estate.
- i. <u>Third Parties</u>. Seller has not entered into, nor is aware of, any contract, lease, lien, encumbrance, agreement or right of possession pertaining to the Property, which cannot be canceled/terminated by Purchaser with a 30-day notice or less. Nor, to Seller's knowledge, does any third party have any right(s) of occupancy, unrecorded or prescriptive easement(s) or usage with respect to the Property, at law or in equity.
- j. <u>Survival of Warranties</u>. Each of the foregoing representations and warranties shall survive up to one (1) year after Closing.

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- "As is" Sale. OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT IT WILL HAVE BEEN GIVEN AMPLE OPPORTUNITY TO INSPECT AND INVESTIGATE THE PROPERTY. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE CONTEMPLATED BY THIS AGREEMENT IS MADE AND WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (WHETHER EXPRESS OR IMPLIED) BY SELLER CONCERNING THE CONDITION OF THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, "WITH ALL FAULTS," AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO THE FITNESS FOR PARTICULAR PURPOSE. MERCHANTABILITY, HABITABILITY. SUITABILITY FOR A PARTICULAR PURPOSE, DESIGN, QUALITY, CONDITION, OPERATIONS OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS. ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT. PURCHASER ACKNOWLEDGES THAT RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL. ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY, AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH, UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY, EXCEPT THE WARRANTY OF TITLE.
- 10. <u>EMINENT DOMAIN</u>. If, prior to the closing, any proceeding shall be threatened, commenced or consummated for the taking of any part of the Real Estate for public or quasi-public use pursuant to the power of eminent domain, then Seller shall forthwith give notice thereof (the "Condemnation Notice") to Purchaser. The Condemnation Notice shall, if possible, be accompanied by a sketch of the portion of the Real Estate which will be affected by such taking, and a metes and bounds description delineating the area to be affected. If any such taking, contemplated taking or threatened taking, shall occur or be commenced, then Purchaser shall have the option to terminate this Agreement upon written notice to Seller given not later than ten (10) days after receipt of the Condemnation Notice or go forward and take an assignment of Seller's condemnation award. In the event Purchaser elects to terminate this Agreement, the Deposit shall be returned by the Escrow Agent in full, and neither party shall be under any further obligation hereunder.

11. **DEFAULT**.

i. <u>BY PURCHASER</u>. IF THE CLOSE OF ESCROW FAILS TO OCCUR DUE TO A DEFAULT OR BREACH BY PURCHASER OF ANY MATERIAL OBLIGATION HEREUNDER, SELLER SHALL BE ENTITLED TO RECEIVE AND RETAIN THE DEPOSIT AS WELL AS ADDITIONAL FEES PAID TO SELLER AS FULL AND COMPLETE LIQUIDATED DAMAGES AND NEITHER PARTY SHALL BE UNDER ANY FURTHER OBLIGATION HEREUNDER. THE PARTIES

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ACKNOWLEDGE AND AGREE THAT THE DAMAGES TO SELLER IN THE EVENT OF PURCHASER'S DEFAULT OR BREACH WOULD BE IMPOSSIBLE TO ACCURATELY DETERMINE, THAT PROOF OF THE AMOUNT OF SUCH DAMAGES WOULD BE COSTLY AND INCONVENIENT AND THAT SAID SUM IS FAIR AND REASONABLE IN LIGHT OF ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE PARTIES' ESTIMATION OF THE POSSIBLE RANGE OF DAMAGES TO SELLER IN THE EVENT OF SUCH A DEFAULT OR BREACH BY PURCHASER. SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT OR BREACH. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. SELLER AND PURCHASER EACH CONFIRM THEIR AGREEMENT TO THE FOREGOING BY INITIALING IN THE SPACE PROVIDED BELOW.

ii. <u>BY SELLER</u>. IN THE EVENT THE SELLER SHALL DEFAULT IN THE CONSUMMATION OF THIS AGREEMENT, THE SELLER AGREES THAT THE PURCHASER SHALL BE LIMITED TO THE REMEDY OF SPECIFIC PERFORMANCE OR THE DEPOSIT AND ALL INCURED EXPENSES WHICH EXPENSES SHALL NOT EXCEED THE SUM OF \$100,000.00.

Seller's Initials

Purchaser's Initials

12. <u>ASSIGNMENT</u>. This Agreement may be assigned by Purchaser to an affiliate of Purchaser without the consent of Seller, provided that in the event of an assignment of this Agreement by Purchaser, Purchaser shall not be released from any of its obligations under this Agreement.

13. <u>NOTICES</u>. Any notices to be given hereunder shall be given by placing the notice in the United States Mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective party may direct in writing to the other, by personal delivery to such address, or by facsimile transmission (with receipt of transmission) and such notice shall be deemed effective upon such placing in the mails, on the next business day following delivery to a nationally recognized overnight delivery service, upon such personal delivery, or on the date sent via facsimile (with receipt of transmission):

To Seller: Name: Fairfield Drive Properties LLC

Address: 1901 Cypress St.
City\State: Pensacola, FL 32502

Attn: Leo Cyr

Phone: (850) 432-9620 Fax: (850) 549-4761

Email: leoc@marinamgmt.com

With a copy to: Name: McDonald Fleming Moorhead

Address: 25 W. Government Street
City\State: Pensacola, FL 32502

WCT Version, 1.2.09

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Attn: Stephen R. Moorhead, Esq

Phone: (850) 477-0660 Fax: (850) 477-1730

Email: srmoorhead@pensacolalaw.com

With a copy to: Name: Douglas Halford

Address: 411 C Bayshore Drive City\State: Pensacola FL 32507

Phone: (850) 572-2301

Email: doughalford@gmail.com

To Buyer: Name: BENEFICIAL DEVELOPMENT 14, LLC, a Florida

limited liability company

Address: 2206 Jo-An Drive, City\State: Sarasota, FL 34231

Attn: Don Paxton
Phone: (941) 929-1270
Fax: (941) 929-1271

Email: dpaxton@beneficialcom.com

With copy to: Name: Broad and Cassel

Address: 390 N Orange Ave, Suite 1400

City\State: Orlando, FL 32801
Attn: Heather Toft, Esq
Phone: 407-839-4252
Fax: 407-650-0966

Email: htoft@broadandcassel.com

- 14. <u>INVALID PROVISIONS</u>. In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 15. BROKER. The Parties do mutually represent to each other that no brokerage commission shall be due upon the execution of this Agreement or the transfer of all or any portion of the Real Estate other than a broker's commission to be paid by Seller to Coldwell Banker United Realtors and NAI HALFORD. The Parties agree to hold each other harmless and indemnify each other as a result of a claim for a real estate commission asserted by any other broker as a result of any dealings with either party hereto.
- 16. **FORCE MAJEURE**. Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION (Revised 10/04/13)

INSTRUCTIONS

Please contact our office at (595-3475) to make an appointment with a Planner to personally discuss your site and prospective plans for it, and to review the application form with ydo answer any questions you may have.

It is important for the application packet to be <u>complete</u> and <u>on time</u> in order to process and schedule your request for the required public heaing(s). The Planning Board holds public hearings once a month. Application closing dates for these hearings are provided in the attached schedule (Attachment A). In order for your application to move through the process in a timely manner, it is important for <u>all</u> items on the application to be completed. Incorrect or missing information could delay the hearing of your request. **NOTE:** The applicant, or his/her agent, must be present at the Planning Board meeting. It is also highly recommended that he or she be present at the subsequent Board of County Commissioners meeting.

An application is not considered complete until all of the items listed on the Future Land Use Map Amendment Application Checklist (attached herein) are received.

Please note the completion and notarized certification(s) required herein. The owner and/or agent acting in his/her behalf, <u>mustain</u> the certification(s) where indicated on the application. Signatures must be properly notarized. If an agent is handlinghe request, the owner mustaign the application and submit an Affidavit of Ownership & Limited Power of Attorney (attached herein) uthorizing said agent to act in his/her behalf.

FEES: An application fee of \$2,964.50 for a large-scale amendment and \$2,117.50 for a small-scale amendment. For a large-scale amendment only, a \$1000.00 advertisingdeposit is required upon application submittal. Applications should be accompanied by a check made payable to Escambia County and submitted prior to 3:00 p.m. no later than the closing date for acceptance of applications. In addition, the applicant and agent are reponsible for payment of advertisement fees for required public hearings and any remedial reports or analyses which may be required (in accordance with the Escambia County Land Development Code, Chapter 2, Section 2.09.05). An estimated minimum c ost of advertisement fees for two public hearings is \$1200.00; however, additional hearings may be required. The exact amount will be billed to the applicant and agent after the newspaper has agreed to run the ad(s). Should applicant fail to submit final payment within 90 days of invoice date (refer to Affidavit of Ownership and FLU Change Request) for advertising costs, agent and applicant may be temporarily suspended from submitting projects until advertising fee balance has been paid in full.

Please remember, the Planning Board meets only once a month. Applications received after the deadline for a particular meeting will not be heard until the following meeting.

NOTE: Whenever an applicant would like any County Staff member to appear and testify at a hearing other than the normal public hearings required to process your request, a minimum notification of 5-10 days to the individual staff member and the Development Services Department is required in advance of the hearing.

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Attn: Stephen R. Moorhead, Esq

Phone: (850) 477-0660 Fax: (850) 477-1730

Email: srmoorhead@pensacolalaw.com

With a copy to: Name: Douglas Halford

Address: 411 C Bayshore Drive City\State: Pensacola FL 32507

Phone: (850) 572-2301

Email: doughalford@gmail.com

To Buyer: Name: BENEFICIAL DEVELOPMENT 14, LLC, a Florida

limited liability company

Address: 2206 Jo-An Drive, City\State: Sarasota, FL 34231

Attn: Don Paxton
Phone: (941) 929-1270
Fax: (941) 929-1271

Email: dpaxton@beneficialcom.com

With copy to: Name: Broad and Cassel

Address: 390 N Orange Ave, Suite 1400

City\State: Orlando, FL 32801
Attn: Heather Toft, Esq
Phone: 407-839-4252
Fax: 407-650-0966

Email: htoft@broadandcassel.com

- 14. <u>INVALID PROVISIONS</u>. In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 15. BROKER. The Parties do mutually represent to each other that no brokerage commission shall be due upon the execution of this Agreement or the transfer of all or any portion of the Real Estate other than a broker's commission to be paid by Seller to Coldwell Banker United Realtors and NAI HALFORD. The Parties agree to hold each other harmless and indemnify each other as a result of a claim for a real estate commission asserted by any other broker as a result of any dealings with either party hereto.
- 16. **FORCE MAJEURE**. Neither party shall be liable for nonperformance or delay in performance due to any act of God; regulation or law of any government; riot; civil commotion; destruction of the subject Real Estate by fire, earthquake or storm; strike; labor disturbances; or the failure of any public utilities or common carriers.

17. MISCELLANEOUS PROVISIONS.

<u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Amendments and Termination. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its principles on conflicts of law. Venue of any proceedings shall be in the state or federal courts situated in Escambia County, Florida.

<u>Section Headings</u>. The section headings inserted in this Agreement are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

<u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Entire Understanding: Merger of Prior Agreements. The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be binding upon either of them. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

<u>Time</u>. Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

PROPERTY TAX DISCLOSURE. PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Purchaser may, at Purchaser's expense, have an appropriately licensed person test the property for radon.

(end of text; signatures on following page)

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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

SELLER:	
Fairfield Drive Properties, L.L.C.	
By: Word Halfure Da Name: Sloug Halford Its: Man 12 ng Part wex	ite: 8.30. /4

PURCHASER:

Beneficial Development 14 LLC, a Florida limited liability company

By:		Date: 2/24/14	
Name:_	Om Paster	7-7	
lts:	Mindrate		

ESCROW ACKNOWLEDGMENT

	The undersigned acknowledges receipt of the			
(\$	carnest money deposit this day of	,	200	and
agrees	to hold such funds in accordance with the terms of this Agreement.			
ESCD.	OW AGENT:			
ESCK	OW AGENT.			
Rv.				

Exhibit "A"

Property Description

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Exhibit "B"

Permitted Exceptions

- 1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of FAIRFIELD COMMERCE PARK, as recorded in Plat Book 19, at Page 20 of the public records of Escambia County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 2. Easement granted to the City of Pensacola, Florida recorded July 10, 1974 in Official Records Book 816, at Page 122 of the public records of Escambia County, Florida.
- 3. Easement granted to BellSouth Telecommunications, Inc., recorded November 1, 2000 in Official Records Book 4623, at Page 75 of the public records of Escambia County, Florida.
- 4. Easement granted to BellSouth Telecommunications, Inc., recorded August 2, 2004 in Official Records Book 5466, at Page 27 of the public records of Escambia County, Florida.
- 5. Public Road and Right-Of-Way Easement granted to Escambia County, recorded January 25, 2010 in Official Records Book 6553, at Page 964 of the public records of Escambia County, Florida.
- 6. Amended Easement Deed by Court Order in Settlement of Landowner Acton, recorded February 15, 2013, in Official Records Book 6975, at Page 1319 of the public records of Escambia County, Florida.

17. MISCELLANEOUS PROVISIONS.

<u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Amendments and Termination. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser, acting by their respective duly authorized agents or representatives.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its principles on conflicts of law. Venue of any proceedings shall be in the state or federal courts situated in Escambia County, Florida.

<u>Section Headings</u>. The section headings inserted in this Agreement are for convenience only and are intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

<u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Entire Understanding; Merger of Prior Agreements. The foregoing Agreement contains the entire understanding between Seller and Purchaser relative to the subject matter hereof and no oral representations heretofore made by either party to the other shall be binding upon either of them. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

<u>Time</u>. Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall be automatically extended to 5:00 P.M. on the next ensuing business day.

PROPERTY TAX DISCLOSURE. PURCHASER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Purchaser may, at Purchaser's expense, have an appropriately licensed person test the property for radon.

(end of text; signatures on following page)

-11-

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year below indicated.

SELLER:	
Fairfield Drive Properties, L.L.C.	
By: Wal Halfure Name: Soug HALFORE Its: MAN HE TRY PART NEX	Date: 8.30. / /

PURCHASER:

Beneficial Development 14 LLC, a Florida limited liability company

By:		Date: 4/24/14
Name:_	Con Politica	-1-7:
lts:	Mississis	

ESCROW ACKNOWLEDGMENT

	The undersigned acknowledges receipt of the			
(\$	carnest money deposit this day of	 ,	200	and
agree	s to hold such funds in accordance with the terms of this Agreement.			
ESC!	ROW AGENT:			
EBCI	TOW AGENT.			
Rv				

Exhibit "A"

Property Description

-14-

Exhibit "B"

Permitted Exceptions

- 1. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of FAIRFIELD COMMERCE PARK, as recorded in Plat Book 19, at Page 20 of the public records of Escambia County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 2. Easement granted to the City of Pensacola, Florida recorded July 10, 1974 in Official Records Book 816, at Page 122 of the public records of Escambia County, Florida.
- 3. Easement granted to BellSouth Telecommunications, Inc., recorded November 1, 2000 in Official Records Book 4623, at Page 75 of the public records of Escambia County, Florida.
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- 5. Public Road and Right-Of-Way Easement granted to Escambia County, recorded January 25, 2010 in Official Records Book 6553, at Page 964 of the public records of Escambia County, Florida.
- 6. Amended Easement Deed by Court Order in Settlement of Landowner Acton, recorded February 15, 2013, in Official Records Book 6975, at Page 1319 of the public records of Escambia County, Florida.

FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST 1. Owner(s) Name, Home Address and Telephone Number. An email address is optional (see form herein). Letter of request, including reason(s) for map amendment 2. and desired future land use category Notarized Affidavit of Ownership and Authorization (form 3. herein) Notarized Affidavit of Ownership and Limited Power of 4. Attorney (form herein) if agent will act in owner's behalf Concurrency Determination Acknowledgement (form herein) 5. Proof of Ownership (Copy of Warranty Deed or Tax Notice) 6. - Also need copy of Contract for Sale if the change of ownership has not yet been recorded. Street Map depicting general property location 7. Legal Description of exact property area proposed for a 8. future land use map amendment, including: Street Address Property Reference Number(s) Boundary Survey Total acreage requested for amendment 9. Land Use Map Amendment Application fee 10. Complete Data and Analysis (See applicable page herein)

JOB NUMBER: 14-6774-S

DESCRIPTION AS PREPARED BY MERRILL PARKER SHAW, INC.:

THE SOUTH 71.22 FEET OF LOT 2 AND ALL OF LOTS 3 AND 4, FAIRFIELD COMMERCE PARK, A SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP-2-SOUTH, RANGE-30-WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 19 AT PAGE 20 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174 STATE OF FLORIDA

> NOT VALID WITHOUT ORIGINAL RAISED SEAL OF FLORIDA REGISTERED LAND SURVEYOR

PAGE 1 OF 2

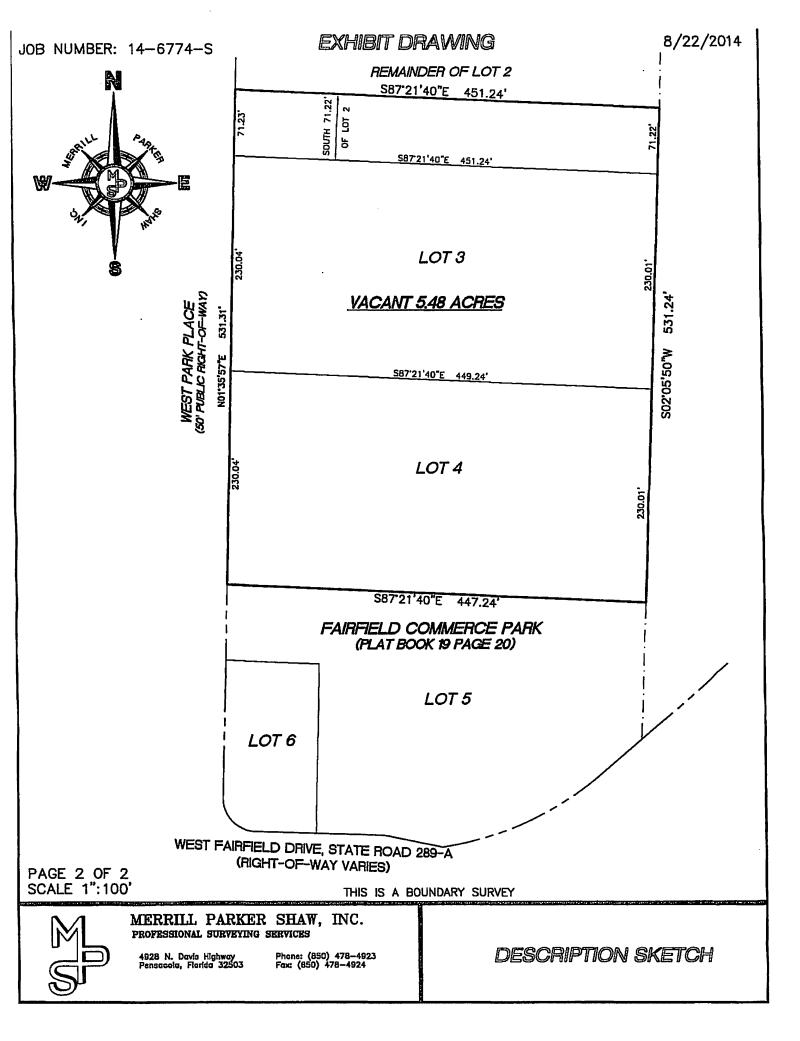
THIS IS A BOUNDARY SURVEY



MERRILL PARKER SHAW, INC. PROFESSIONAL SURVEYING SERVICES

4928 N. Davis Highway Pensaccia, Florida 32503 Phone: (850) 478-4923 Fox: (850) 478-4924 LEGAL DESCRIPTION

PREPARED BY: AES, CHECKED BY: EWP



Data and Analysis Requirement

Addresses: 3330, 3360, &3380 West Park Pl.

Parcel #: 082S301000000030, 082S301000000020, 082S301000000040

Acreage: 5.48 +/- acres

Request: From Commercial (C) to Mixed Use-Urban (MU-U)

The proposed project will promote the efficient use of existing public roads and infrastructure. Traffic concurrency and allocation for capacity of roadways, LOS and availability of potable water, wastewater, solid waste and storm water. The applicant will work with staff during the final site plan review process to make sure all services meet all of the LOS requirements. The application will also work with staff to ensure that the proposed development will conform to all Recreation and Open Space requirements as well as School concurrency.

GMR: 10-16-14 SSA 2014-02 35 of 55

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GMR: 10-16-14 SSA 2014-02

Conceptual Architectural Site Plan

Ken Bowron

From: Ronald Currier < ronald.currier@ecua.fl.gov>

Sent: Tuesday, August 26, 2014 3:26 PM

To: Ken Bowron
Subject: W. Park Pl

Attachments: 3330 W Park Pl.pdf

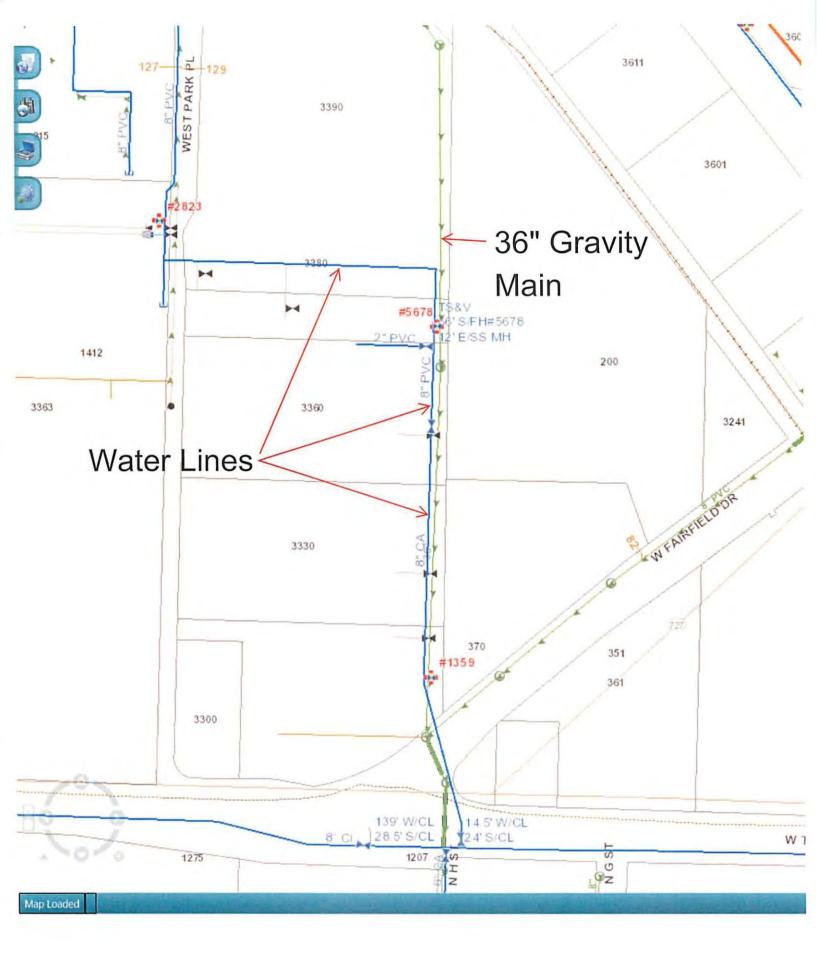
Ken: attached is a PDF of your area there is sewer (gravity main) and water available at the rear of each parcel. If you have any more questions regarding the services, please give me a call.

Ron Currier | Senior Engineering Technician | Emerald Coast Utilities Authority |

P.O. Box 15311 | Pensacola, FL. 32514-0311 | Web: <u>www.ecua.fl.gov</u> |

Phone: (850) 969-6645 | Fax: (850) 969-6511 |





From: Ken Bowron
To: Juan C. Lemos

Subject: FW: Land Use change info W. Park place & Fairfield Dr

Date: Tuesday, September 09, 2014 8:41:30 AM

Juan,

Please find attached the email regarding the archeological and historic findings.

Thank you, Kenny

From: John Phillips [mailto:jphillip@uwf.edu] **Sent:** Monday, September 08, 2014 8:25 PM

To: Ken Bowron **Cc:** April Holmes

Subject: Re: Land Use change info W. Park place & Fairfield Dr

I have completed my cultural resources background review of the above referenced parcel proposed for land use change. I utilized the methods described to you in an earlier email. Please note that this in-house review of our records, both in hard copy and an Escambia County cultural resources GIS developed by UWF's Archaeology Institute, is provided as a public service by the UWF Archaeology Institute. This document, and the review it describes is not sufficient in terms of due diligence, it is not a substitute for a cultural resources assessment survey, nor is it sufficient in lieu of of any state or federal mandates, should they apply. The opinions expressed herein are my own as a professional archaeologist with considerable experience in northwest Florida; I have no legal or enforcement authority.

The parcel lies on a broad ridge, on a land form consisting of undefinable "urban land," soils as desribed by the USDA, NRCS. This soil series generally describes lands badly disturbed by previous construction and demolition activities. The parcel lies a long distance from recognizable naturally occurring potable water sources, many of which have also been badly disturbed by urban activities and earlier logging episodes. In sum, the environment I have just described is one of low probability for the presence of precolumbian or early historic archaeological sites.

Our records indicate no recorded archaeological sites, National Register of Historic Places (NRHP) sites or historic structures are on file with the Florida Division of Historical Resources (State Historic Preservation Office or "SHPO") Florida Master Site File, the statewide records repository for archaeological or historic properties in Florida. In other words, no archaeological sites, NRHP properties or historical structures are recorded within or near the subject parcel.

In my professional opinion, based on this review and decades of experience, it is very highly unlikely that significant cultural resources exist within the parcel. The proposed land use change is very unlikely to impact such resources.

Sincerely,

John C. Phillips Archaeologist

Fax (850) 474-2764

--

John C. Phillips, M.A. Archaeologist Research Associate/Instructor Archaeology Institute University of West Florida 11,000 University Parkway Pensacola, FL 32514 Office (850) 857-6328 or (850) 474-3015 Fax (850) 474-2764

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2014-02-05

Location: 3330, 3360 and 3380 West Park Place

Parcel #s: 08-2S-30-1000-000-020, 08-2S-30-1000-000-030, 08-2S-30-1000-

000-040

Acreage: 5.48 (+/-) acres

Request: From Commercial (C) to Mixed Use-Urban (MU-U)

Agent: Ken Bowron, Jr., Agent for Douglas Halford

Meeting Dates: Planning Board September 30, 2014

BCC October 16, 2014

Summary of Proposed Amendment:

The proposed amendment is for three parcels totaling 5.48 (+/-) acres accessed from West Park Place. The subject properties are abutting and adjacent to existing C-2 and ID-2 zoned parcels.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 5.48 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the second small scale amendment for this calendar year; therefore it will not exceed the maximum of 120 acres in a calendar year, as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the FLU category of three contiguous parcels totaling 5.48 (+/-) acres from Commercial (C) to Mixed Use-Urban (MU-U). The zoning designation for the referenced parcels is C-2 General Commercial and Light Manufacturing District (cumulative).

The applicant's documents reflect the proposed construction of a multi-family development with a total of 96 units. Supporting facilities within the development will consist of a club house, computer lab and library center, swimming pool, playground and laundry facility.

Comprehensive Plan Consistency

FLU 1.3 Future Land Use Map Designations:

"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

GMR: 10-16-14 SSA 2014-02 41 of 55

I. Land Use Impacts

FLU 1.5.1 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Commercial (C) Future Land Use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and a maximum residential density of 25 dwelling units per acre. It allows for a mix of residential and non-residential uses including retail and services, professional office, light Industrial, recreational facilities, public and civic.

The proposed amendment to Mixed Use-Urban (MU-U) Future Land Use category allows for a Maximum Intensity of 2.0 FAR and a minimum 0.25 FAR intensity for non-residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, light Industrial, recreational facilities and public and civic.

<u>Staff Analysis:</u> Land Use impacts appear to be **minimal** as these properties were at one time developed and occupied by other commercial facilities. The proposed project **would be compatible** with the other existing commercial-residential developments and public facilities within the surrounding area. Based on the application, the development **would promote** the mixed-use of the land and implement the compact development policies of the Comprehensive Plan.

II. Infrastructure Analysis

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FLU 5.1.3 For the purposes of infrastructure analysis, significant public facilities evaluation shall include: sanitary sewer, solid waste, potable water, storm water management, transportation-traffic, and recreation and open space.

a. Sanitary Sewer

INF 1.1.5 **Coordination on System Expansions.** Escambia County will coordinate with ECUA and ot her wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

INF 1.1.6 **Concurrency Management.** Escambia County will ensure the maintenance of LOS standards through the implementation of the County's Concurrency Management System and consistency with the Capital Improvements Element.

b. Solid Waste Disposal

- INF 1.1.9 **LOS Monitoring.** Escambia County will monitor development to ensure that the LOS standards are maintained concurrent with development, consistent with the Capital Improvements Element.
- INF 1.1.11 **Required New Service Connection.** All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.
- INF 2.1.4 **Level of Service (LOS) Standards.** The LOS standard for solid waste disposal will be 6 pounds per capita per day.
- INF 2.1.5 **Concurrency Management.** Escambia County will continuously monitor growth and development to ensure that the LOS standard is maintained concurrent with development, consistent with the Capital Improvements Element.

c. Potable Water

- INF 4.1.3 **Existing Facility Utilization.** The LDC will contain provisions, regulations, and incentives to encourage new development to utilize existing potable water facilities and systems to serve the needs of the development.
- INF 4.1.6 **Developer Responsibility.** The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.
- INF 4.1.7 **Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

d. Stormwater Management

- INF 3.1.5 **Concurrency Management.** Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.
- INF 3.1.6 **Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

- INF 3.1.7 **Level of Service (LOS) Standards.** Stormwater management LOS will be monitored through the provisions in the LDC design standards.
- INF 3.1.8 **Natural Drainage Features.** Existing functioning drainage features will be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features will be required when such use does not impact sensitive natural resources. The LDC will include land use regulations that require site-specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.
- INF 3.1.9 **Untreated Stormwater.** Channeling untreated run-off directly into receiving waters will be prohibited. Thus, no new "direct" discharge of untreated stormwater will be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered treatment.
- CON 1.3.1 **Stormwater Management.** Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

e. Transportation and Traffic standards

- MOB 1.1.2 **On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.
- MOB 1.1.7 **Access Management.** Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.
- MOB 1.2.1 **Consistency.** All plans and proposals for development and redevelopment as well as all land use decisions will be reviewed for consistency with the FLUM.

f. Recreation and Open Space

- REC 1.3.5 **Areas within Private Development.** The LDC will clearly articulate the provision of open space and recreation areas within private developments.
- CON 1.8.1 **Sustainable Community Development Practices.** The County will encourage sustainable community development practices that conserve energy and water resources. These strategies may include:
 - a. Developing incentives for water conservation;
 - b. Incorporating Florida Waterwise landscaping to reduce the use of potable water for irrigation of new building sites, including public building sites;
 - c. Encouraging development on previously used and under-developed sites where infrastructure already exists;
 - d. Encouraging development adjacent to existing developed areas;
 - e. Protecting and enhancing natural systems within the County; and
 - f. Using surface waters, conservation lands, and environmentally sensitive open space as visual amenities.

<u>Staff Analysis:</u> The applicant has made initial contact with ECUA and other local service providers and is aware of the requirements in Escambia County. The applicant understands that once a formal project is submitted to the Development Review Committee (DRC) process, an indepth analysis with the Comprehensive Plan Policies and the Land Development Code regulations will require standard compliance with stormwater management, traffic and transportation, recreation and open space policies. Based on the application, the project's location does promote the efficient use of pre-existing infrastructure and available public facilities and it also meets the intent of the sustainable community development practices by proposing development on previously used and under-developed lands.

III. Resource Management

In compliance with Florida Statutes and local regulations the following will be addressed through state required and local permits: groundwater recharge protection, abandoned wells, and wellhead protection.

a. Wellheads

CON 1.4.1 **Wellhead Protection.** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

b. Historically Significant Sites

FLU 1.2.1 **State Assistance.** Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County, and will utilize guidance, direction, and technical assistance received from this agency.

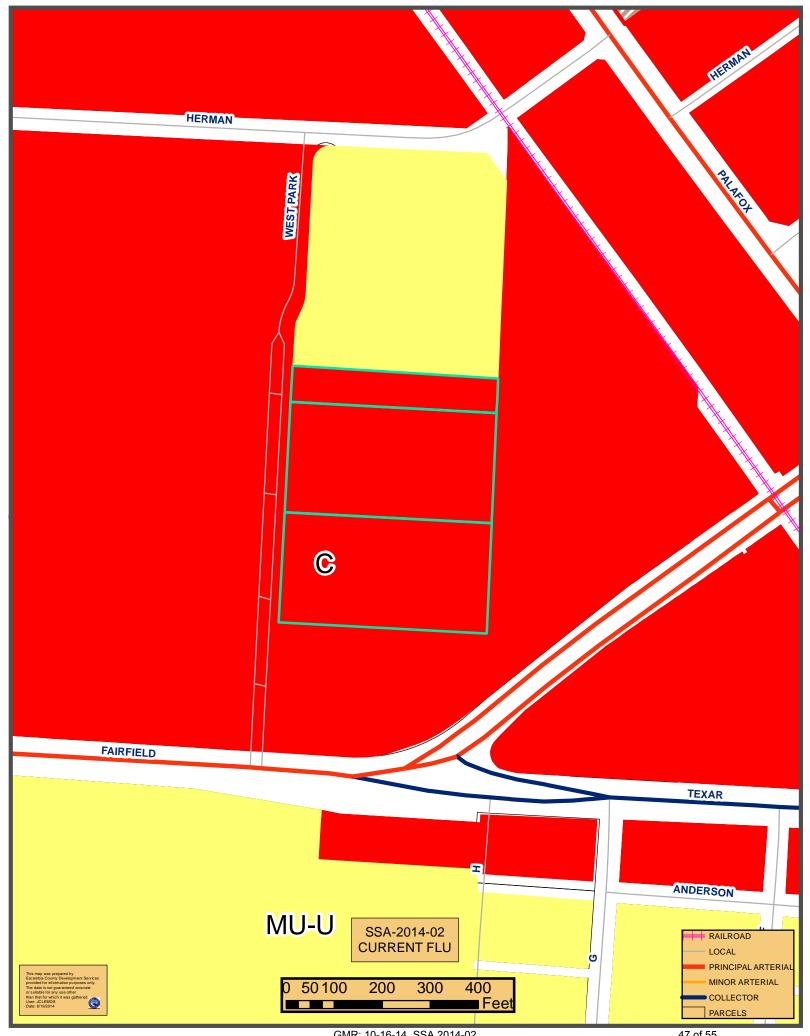
c. Wetlands

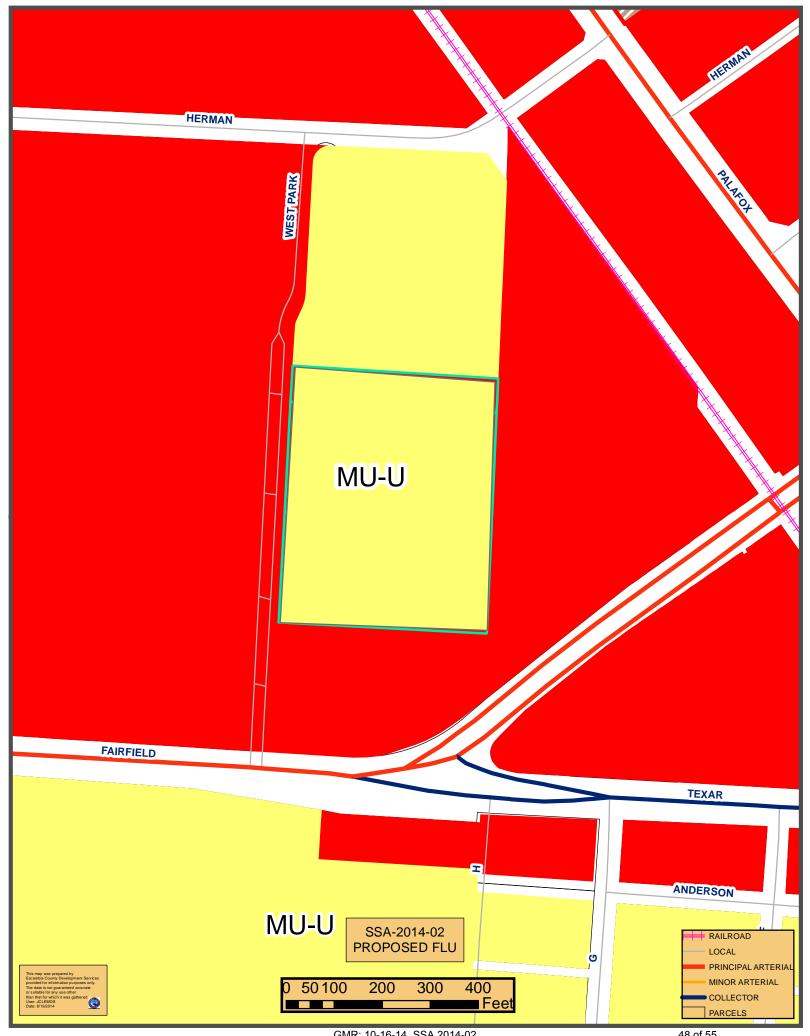
- CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this Plan as Exhibit N.
- CON 1.3.6 **Wetland Development Provisions.** Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC: a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:
 - 1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
 - 2. Wetlands located in the FEMA Special Flood Hazard Areas;
 - 3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the FFWCC or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the

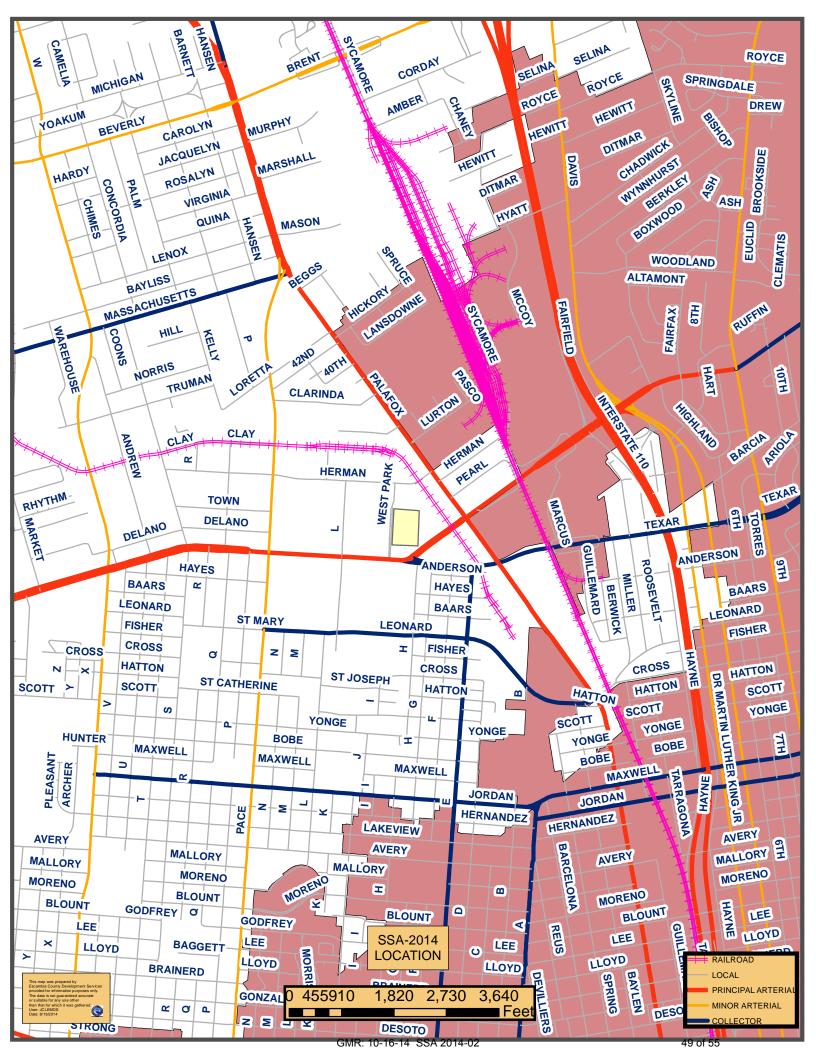
site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Plan as Exhibits O and P, respectively.

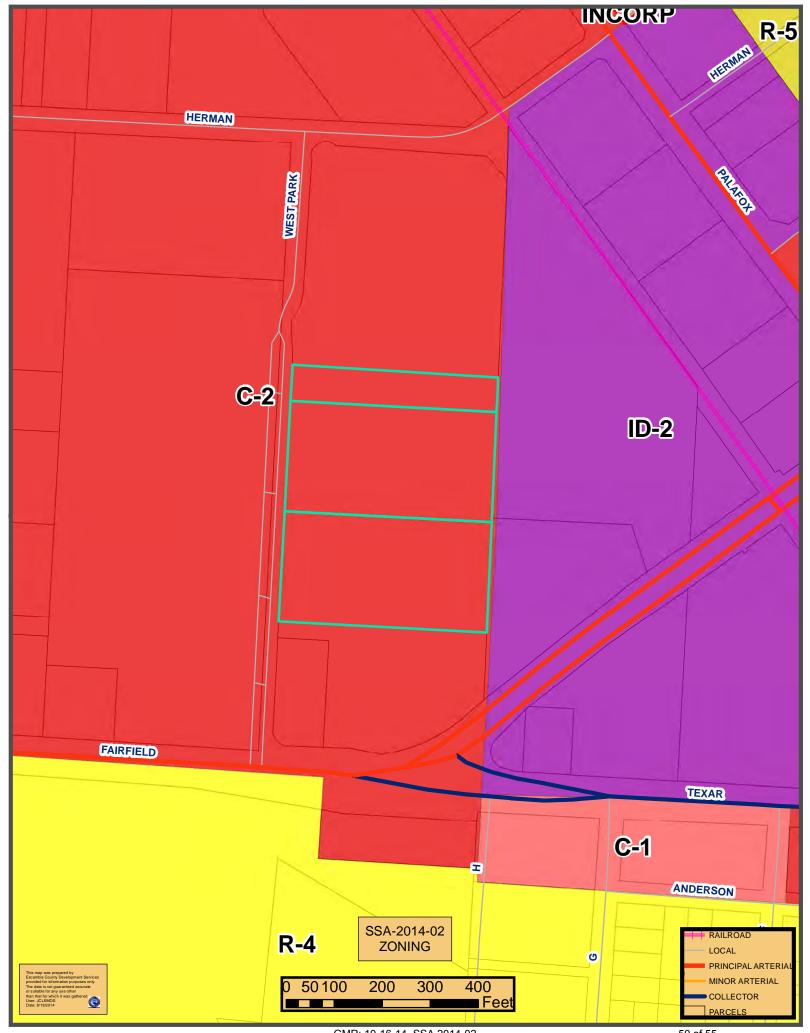
<u>Staff Analysis:</u> The applicant will provide a wellhead analysis with the formal DRC project submittal. Electronic record for an archeological evaluation for historically significant sites was submitted with the application. The evaluation was performed by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida and stated **no significant findings** on-site.

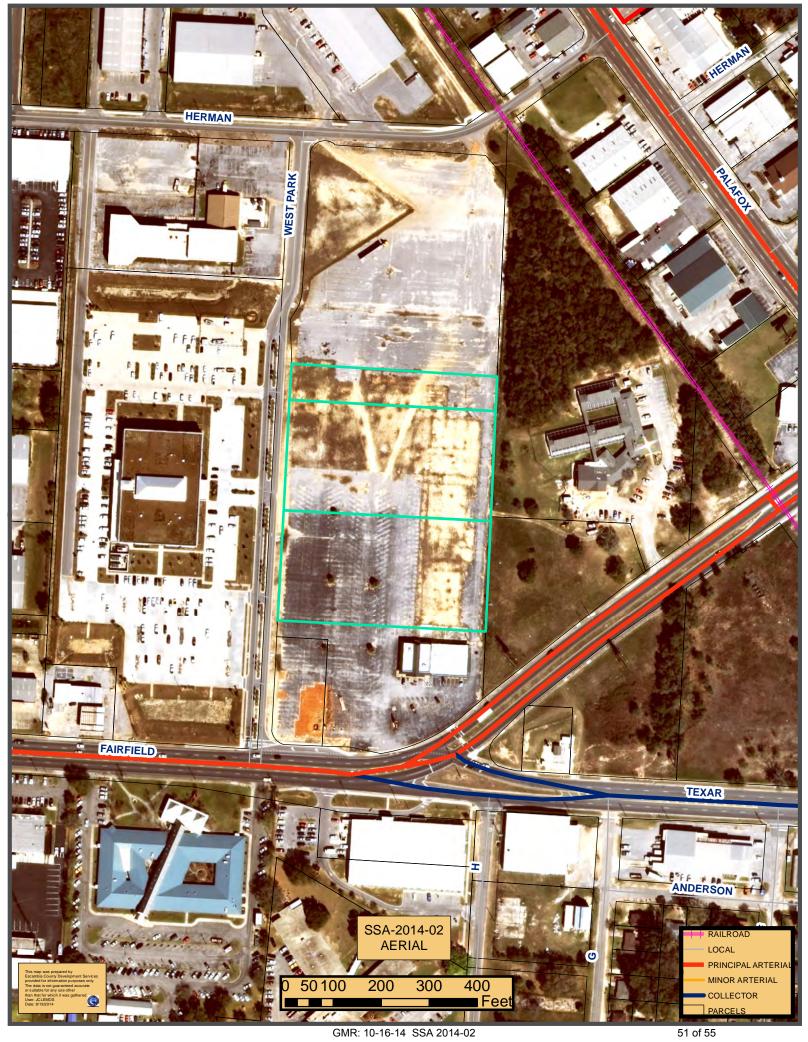
Based on the available National Wetland Inventory maps, there **appears to be no environmentally sensitive lands** on the subject parcels. Any future development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

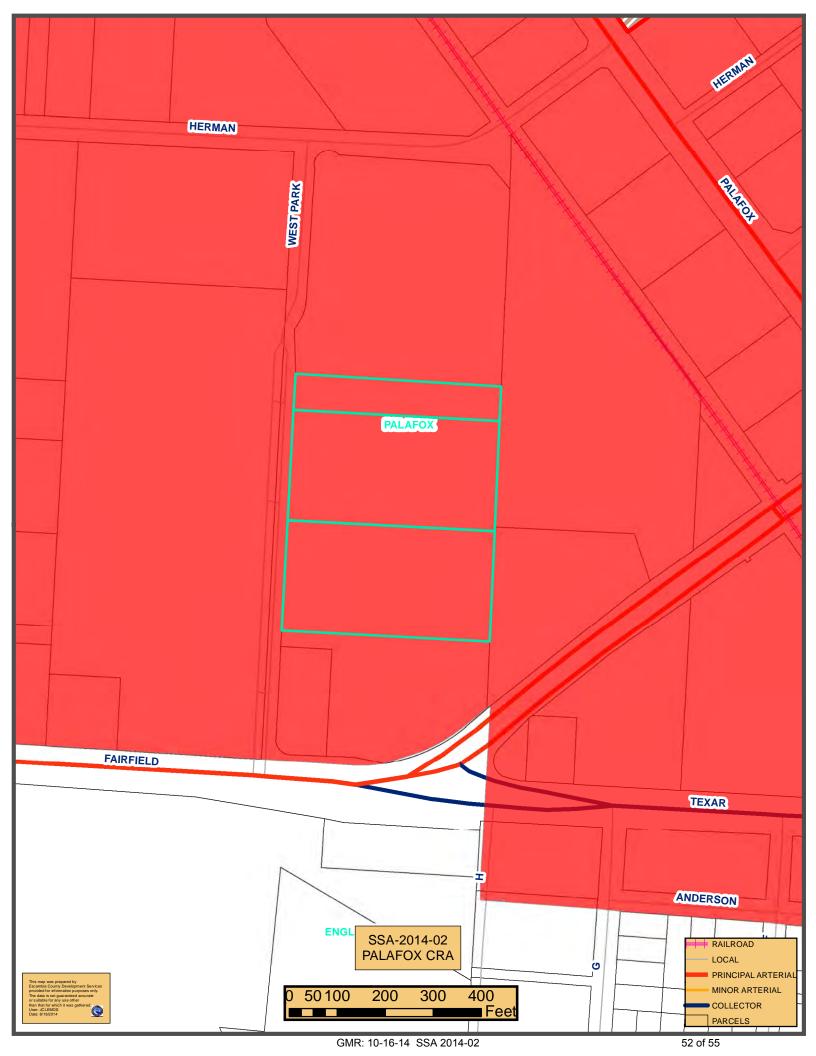














BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 9/30/14
Rezoning Quasi-judicial Hearing Regular Planning Board Meeting
Rezoning Case #: 55A 2014-02 OR Agenda Item Number/Description:
In Favor Against
*Name: Shaun Bycroft w/ Beneficial Communities
*Address: 3550 S. TAMIAMI, TOI. *City, State, Zip: SARASOTA FL, 34234
Email Address: Spycroft@ Beneficial Oum Cum Phone: 941-929-1270 Ext 124
Please indicate if you: would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.
All items with an asterisk * are required.

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 9/35/14		
Rezoning Quasi-judicial Hearing	0.70	Regular Planning Board Meeting
Rezoning Case #:	OR	Agenda Item Number/Description:
In Favor Against		551.2014-02
*Name: Ken Bowron Jr.		
*Address: 3850 5. Tamigmi Tra	il	*City, State, Zip: Sarasoty FL 37289.
Email Address: Kowange benefices	1con-co	Phone: 941-979-1270 ect 163
Please indicate if you: would like to be notified of any further actio do not wish to speak but would like to be n		the public hearing item. by further action related to the public hearing item.
All items with an asterisk * are required.		

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- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
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01/2012



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 9 30 (4				
Rezoning Quasi-judicial Hearing CP 14:02 Regular	Planning Board Meeting			
Rezoning Quasi-judicial Hearing CPM 2014-67 OR Regular Rezoning Case #: 55 PM 2014-67 OR Agenda	Item Number/Description:			
In Favor AgainstS A_	2019-02/ CPN 2019-02			
*Name: MARIL DUMAS				
*Address: 2730 CVMBMIAND BLVD *City, State, Zip: Smpr pa GA Email Address: MARILE PACESTON Vantino. on Phone: 7704319691				
Please indicate if you: would like to be notified of any further action related to the public h do not wish to speak but would like to be notified of any further act				
All items with an asterisk * are required.				

Chamber Rules

- 1. All who wish to speak will be heard and granted uniform time to speak (normally 3 5 minutes).
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 6. Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
- 7. During public hearings, at the Chairman's discretion, if there is a controversial item in which Escambia County citizens are involved, he may institute a provision against clapping, if he/she feels that clapping or the noise will deter open speech between the two parties.

01/2012

Comprehensive Plan Amendment Staff Analysis

General Data

Project Name: SSA 2014-02-05

Location: 3330, 3360 and 3380 West Park Place

Parcel #s: 08-2S-30-1000-000-020, 08-2S-30-1000-000-030, 08-2S-30-1000-

000-040

Acreage: 5.48 (+/-) acres

Request: From Commercial (C) to Mixed Use-Urban (MU-U)

Agent: Ken Bowron, Jr., Agent for Douglas Halford

Meeting Dates: Planning Board September 30, 2014

BCC October 16, 2014

Summary of Proposed Amendment:

The proposed amendment is for three parcels totaling 5.48 (+/-) acres accessed from West Park Place. The subject properties are abutting and adjacent to existing C-2 and ID-2 zoned parcels.

The proposed small scale amendment meets the following conditions in order to be classified as a small scale comprehensive plan amendment:

- a) The parcel is 5.48 (+/-) acres which is under the 10 acres or fewer as stated in 163.3187(a).
- b) This amendment is the second small scale amendment for this calendar year; therefore it will not exceed the maximum of 120 acres in a calendar year, as stated in F.S 163.3187(b).
- c) The proposed amendment is not located within a designated area of critical state concern.

The agent has requested a future land use (FLU) map amendment to change the FLU category of three contiguous parcels totaling 5.48 (+/-) acres from Commercial (C) to Mixed Use-Urban (MU-U). The zoning designation for the referenced parcels is C-2 General Commercial and Light Manufacturing District (cumulative).

The applicant's documents reflect the proposed construction of a multi-family development with a total of 96 units. Supporting facilities within the development will consist of a club house, computer lab and library center, swimming pool, playground and laundry facility.

Comprehensive Plan Consistency

FLU 1.3 Future Land Use Map Designations:

"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

I. Land Use Impacts

FLU 1.5.1 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Commercial (C) Future Land Use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and a maximum residential density of 25 dwelling units per acre. It allows for a mix of residential and non-residential uses including retail and services, professional office, light Industrial, recreational facilities, public and civic.

The proposed amendment to Mixed Use-Urban (MU-U) Future Land Use category allows for a Maximum Intensity of 2.0 FAR and a minimum 0.25 FAR intensity for non-residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, light Industrial, recreational facilities and public and civic.

<u>Staff Analysis:</u> Land Use impacts appear to be **minimal** as these properties were at one time developed and occupied by other commercial facilities. The proposed project **would be compatible** with the other existing commercial-residential developments and public facilities within the surrounding area. Based on the application, the development **would promote** the mixed-use of the land and implement the compact development policies of the Comprehensive Plan.

II. Infrastructure Analysis

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

FLU 5.1.3 For the purposes of infrastructure analysis, significant public facilities evaluation shall include: sanitary sewer, solid waste, potable water, storm water management, transportation-traffic, and recreation and open space.

a. Sanitary Sewer

INF 1.1.5 **Coordination on System Expansions.** Escambia County will coordinate with ECUA and ot her wastewater service providers on the extensions of sanitary sewer collection lines and the siting or increase in capacity of wastewater treatment facilities to meet future needs.

INF 1.1.6 **Concurrency Management.** Escambia County will ensure the maintenance of LOS standards through the implementation of the County's Concurrency Management System and consistency with the Capital Improvements Element.

b. Solid Waste Disposal

- INF 1.1.9 **LOS Monitoring.** Escambia County will monitor development to ensure that the LOS standards are maintained concurrent with development, consistent with the Capital Improvements Element.
- INF 1.1.11 **Required New Service Connection.** All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.
- INF 2.1.4 **Level of Service (LOS) Standards.** The LOS standard for solid waste disposal will be 6 pounds per capita per day.
- INF 2.1.5 **Concurrency Management.** Escambia County will continuously monitor growth and development to ensure that the LOS standard is maintained concurrent with development, consistent with the Capital Improvements Element.

c. Potable Water

- INF 4.1.3 **Existing Facility Utilization.** The LDC will contain provisions, regulations, and incentives to encourage new development to utilize existing potable water facilities and systems to serve the needs of the development.
- INF 4.1.6 **Developer Responsibility.** The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.
- INF 4.1.7 **Level of Service (LOS) Standards.** The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

d. Stormwater Management

- INF 3.1.5 **Concurrency Management.** Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.
- INF 3.1.6 **Developer Responsibilities.** Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

- INF 3.1.7 **Level of Service (LOS) Standards.** Stormwater management LOS will be monitored through the provisions in the LDC design standards.
- INF 3.1.8 **Natural Drainage Features.** Existing functioning drainage features will be utilized whenever sufficient capacity is available within such features. Utilization of natural drainage features will be required when such use does not impact sensitive natural resources. The LDC will include land use regulations that require site-specific development plans to protect natural drainage features and incorporate such features into the site planning and development process.
- INF 3.1.9 **Untreated Stormwater.** Channeling untreated run-off directly into receiving waters will be prohibited. Thus, no new "direct" discharge of untreated stormwater will be permitted. Note: For the purposes of this plan, adequate vegetative filtration of sheet flow from pervious surfaces may be considered treatment.
- CON 1.3.1 **Stormwater Management.** Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

e. Transportation and Traffic standards

- MOB 1.1.2 **On-site Facilities.** All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.
- MOB 1.1.7 **Access Management.** Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.
- MOB 1.2.1 **Consistency.** All plans and proposals for development and redevelopment as well as all land use decisions will be reviewed for consistency with the FLUM.

f. Recreation and Open Space

- REC 1.3.5 **Areas within Private Development.** The LDC will clearly articulate the provision of open space and recreation areas within private developments.
- CON 1.8.1 **Sustainable Community Development Practices.** The County will encourage sustainable community development practices that conserve energy and water resources. These strategies may include:
 - a. Developing incentives for water conservation;
 - b. Incorporating Florida Waterwise landscaping to reduce the use of potable water for irrigation of new building sites, including public building sites;
 - c. Encouraging development on previously used and under-developed sites where infrastructure already exists;
 - d. Encouraging development adjacent to existing developed areas;
 - e. Protecting and enhancing natural systems within the County; and
 - f. Using surface waters, conservation lands, and environmentally sensitive open space as visual amenities.

<u>Staff Analysis:</u> The applicant has made initial contact with ECUA and other local service providers and is aware of the requirements in Escambia County. The applicant understands that once a formal project is submitted to the Development Review Committee (DRC) process, an indepth analysis with the Comprehensive Plan Policies and the Land Development Code regulations will require standard compliance with stormwater management, traffic and transportation, recreation and open space policies. Based on the application, the project's location does promote the efficient use of pre-existing infrastructure and available public facilities and it also meets the intent of the sustainable community development practices by proposing development on previously used and under-developed lands.

III. Resource Management

In compliance with Florida Statutes and local regulations the following will be addressed through state required and local permits: groundwater recharge protection, abandoned wells, and wellhead protection.

a. Wellheads

CON 1.4.1 **Wellhead Protection.** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

b. Historically Significant Sites

FLU 1.2.1 **State Assistance.** Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County, and will utilize guidance, direction, and technical assistance received from this agency.

c. Wetlands

- CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this Plan as Exhibit N.
- CON 1.3.6 **Wetland Development Provisions.** Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC: a. With the exception of water-dependent uses, commercial and industrial land uses will not be located in wetlands that have a high degree of hydrological or biological significance, including the following types of wetlands:
 - 1. Wetlands that are contiguous to Class II or Outstanding Florida Waters;
 - 2. Wetlands located in the FEMA Special Flood Hazard Areas;
 - 3. Wetlands that have a high degree of biodiversity (three or more focal species) or habitat value based on maps prepared by the FFWCC or Florida Natural Areas Inventory (see attached maps adopted as part of the comprehensive plan), unless a site survey demonstrates that there are no listed plant or animal species on the

site. The Escambia County Biodiversity Hot Spots Map and the Escambia County Critical Habitat Map are attached to this Plan as Exhibits O and P, respectively.

<u>Staff Analysis:</u> The applicant will provide a wellhead analysis with the formal DRC project submittal. Electronic record for an archeological evaluation for historically significant sites was submitted with the application. The evaluation was performed by John C. Phillips, M.A. Archaeologist, Research Associate/Instructor, Archaeology Institute, University of West Florida and stated **no significant findings** on-site.

Based on the available National Wetland Inventory maps, there **appears to be no environmentally sensitive lands** on the subject parcels. Any future development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6927 Growth Management Report 9. 2. BCC Regular Meeting Public Hearing

Meeting Date: 10/16/2014

Issue: 9:11 a.m. - CPA 2014-02 Future Land Use Density - Mixed-Use Suburban

From: Horace Jones, Interim Department Director

Organization: Development Services

RECOMMENDATION:

9:11 a.m. - A Public Hearing Concerning the Review of an Ordinance Amending the Chapter 7 of the 2030 Comprehensive Plan - Density Text Amendment

That the Board of County Commissioners (BCC) review and recommend transmittal to DEO, an Ordinance amending Chapter 7 of the 2030 Comprehensive Plan, Future Land Use Element, FLU 1.3.1, Mixed-Use Suburban (MU-S) maximum density from 10 dwelling units per acre to 25 dwelling units per acre and reformatting Table 1.

At the September 30, 2014, Planning Board Meeting, the Board recommended approval to the BCC.

BACKGROUND:

The Board of County Commissioners directed staff to amend the 2030 Comprehensive Plan to address density issues with the Future Land Use Category MU-S. In order to provide compatibility for parcels with an underlying Commercial zoning and a MU-S FLU, the maximum densities will be amended to reflect the same density.

BUDGETARY IMPACT:

No budgetary impact is anticipated by the adoption of this Ordinance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed and approved for legal sufficiency by Ryan E. Ross, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal "to increase citizen involvement in, access to, and approval of, County government activities."

IMPLEMENTATION/COORDINATION:

Implementation of this Ordinance will consist of an amendment to Chapter 7 of the 2030 Comprehensive Plan and distribution of a copy of the adopted Ordinance to interested citizens and staff.

The proposed Ordinance was prepared in cooperation with the Development Services Department, the County Attorney's Office and all interested citizens. The Development Services Department will ensure proper advertisement.

Attachments

Ordinance - Draft
DEO Position

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2014-02 (C	h 7. Comprehensive Plan MU-S densities)	
Date: 9/5/14		
Date requested back by:	9/9/14	
Requested by: JC Lemos		
Phone Number: 595-3467		
		111
(LEGAL USE ONLY)		
Legal Review by	3/2	
Date Received: 95/12		
Approved as to	form and legal sufficiency. 💥	
Not approved.		
Make subject to	legal signoff.	
Additional comments:		
Please much two tre	os on 1st page of adjagne	

	NUMBED AAAA
ORDINANCE	NUMBER 2014-

2	1	
	2	

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," FLU 1.3.1 MIXED-USE SUBURBAN RESIDENTIAL MAXIMUM DENSITY FROM 10 DWELLING UNITS PER ACRE TO 25 DWELLING UNITS PER ACRE; REFORMATTING TABLE 1; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and

WHEREAS, the Board of County Commissioners finds that increasing the Mixed-Use Suburban Future Land Use residential maximum density to 25 dwelling unit per acre will encourage reasonable and orderly growth and create compatibility between the existing zoning densities and the Future Land Use densities; and

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve this amendment to its Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens:

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

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled - "CPA 2014-02-MU-S FLU Density Text Amendment."

Section 3. Amendment to Residential Density Standards

Chapter 7, FLU 1.3.1 of the Escambia County Comprehensive Plan 2030 is hereby amended as stated in Attachment A, attached and incorporated into this ordinance.

Section 4. Severability

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

Section 5. Inclusion in the Code

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be codified as required by Section 125.68, Florida Statutes, and that the sections, subsections and other provisions of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Effective Date Section 6.

Pursuant to Section 163.3184(3)(c) 4, Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity or the Administration Commission enters a final order determining the Ordinance to be in compliance.

1				
2	DONE AND	ENACTED this	day of	2014
3	DONE AND	ENACTED this	uay oi	, 2014.
5				
6			BO	ARD OF COUNTY COMMISSIONERS
7				OF ESCAMBIA COUNTY, FLORIDA
8				,
9				
10			Ву:	
11				Lumon J. May, Chairman
12				
13	ATTEST:	PAM CHILDERS		
14		CLERK OF THE C	IRCUIT COURT	
15				
16 17		Rv.		
18		By: Deputy Cler	·k	- /
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22	(SEAL)			
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29 30				
31	EFFECTIVE	DATE:		
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34				

1	OBJ FLU 1.3 Future Land Use Map Designations
2 3 4 5	Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas.
6 7	POLICIES
8 9 10 11	FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses and residential densities and non-residential intensities for all future land use categories are outlined in Table 1 below.
L2 L3	FLUM_Agriculture (AG)
14 15 16 17 18 19	General Description: Intended for routine agricultural and silvicultural related activities and very low density residential uses. Also allows for commercial activity limited to those endeavors ancillary to agricultural and silvicultural pursuits or in support of agricultural activities such as seed, feed and food outlets, farm equipment and repair and veterinary services.
21 22 23	Range of Allowable Uses: Agriculture, silviculture, residential, recreational, public and civic, limited ancillary or supportive, commercial.
24 25 26 27 28	Standards: Residential Minimum Density: None Maximum Density: 1 du/20 acres Non-Residential: Minimum Intensity: None. Maximum Intensity: 0.25 Floor Area Ratio (FAR).
30 31	FLUM Rural Community (RC)
32 33 34 35 36	General Description: Intended to recognize existing residential development and neighborhood serving nonresidential activity through a compact development pattern that serves the rural and agricultural areas of Escambia County.
37 38 39	Range of Allowable Uses: Agriculture, silviculture, residential, recreational facilities, public and civic, compactraditional neighborhood supportive commercial.
10 11 12 13 14	Standards: Residential Minimum Density: None Maximum Density: 2 du/acre Non-Residential Minimum Intensity: None Maximum Intensity: 0.25 Floor Area Ratio (FAR)

BCC 10-16-14 CPA-2014-02 MU-S FLU Densities

1	
2	<u>FLUM</u> Mixed-Use Suburban (MU-S)
3 4 5	General Description: Intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land
5 6 7	uses.
8	Range of Allowable Uses:
9	Residential, retail services, professional office, recreational facilities, public and civic.
10	
11	Standards:
12	Residential Minimum Density: 2 du/acre
13	Maximum Density: 10 <u>25</u> du/acre
14	Non-Residential Minimum Intensity: None
15	Maximum Intensity: 1.0 Floor Area Ratio (FAR)
16	
17	Escambia County intends to achieve the following mix of land uses for new
18	development within ¼ mile of arterial roadways or transit corridors by 2030:
19	a) Danidartial 00/ to 050/
20	a) Residential 8% to 25%
21	b) Public/Rec/Inst. 5% to 20%c) Non-Residential:
22 23	Retail Service-30% to 50%
23 24	Office-25% to 50%
25	Office 25 /0 to 00 /0
26	In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land
27	uses is anticipated:
28	
29	a) Residential 70% to 85%
30	b) Public/Rec/Inst. 10% to 25%
31	c) Non-Residential 5% to 10%
32	
33	FLUM Mixed-Use Urban (MU-U)
34	
35	General Description: Intended for an intense mix of residential and non-residential
36	uses while promoting compatible infill development and the separation of urban and
37	suburban land uses within the category as a whole.
38	Decree of Alleger Lie Heavy
39	Range of Allowable Uses:
40	Residential, retail and services, professional office, light industrial, recreational facilities,
41	public and civic.
42	Standards:
43	Residential Minimum Density: 3.5 du/acre
44 45	Maximum Density: 25 du/acre

Non-Residential Minimum Intensity: 0.25 Floor Area Ration (FAR)
 Maximum Intensity: 2.0 Floor Area Ratio (FAR)

Escambia County intends to achieve the following mix of land uses for new development within a ¼ mile of arterial roadways or transit corridors by 2030:

- a) Residential 8% to 25%
- b) Public/Rec/Inst. 5% to 20%
- c) Non-Residential:

Retail/Service 30% to 50%

Office 25% to 50%

Light Industrial 5% to 10%

In areas beyond ¼ mile of arterial roadways or transit corridors, the following mix of land uses is anticipated:

- a) Residential 70% to 85%
- b) Public/Rec/Inst. 10% to 25%
- c) Non-Residential 5% to 10%

FLUM Mixed-Use Perdido Key (MU-PK)

General Description: Intended for a complementary mix of residential, commercial and tourism (resort) related uses. Residential development in the MU-PK FLUM category shall be limited to 7,150 dwelling units and 1,000 lodging units.

Range of Allowable Uses:

Single family and multi-family residential; condominiums; hotels/motels, commercial, active and passive recreational facilities, plazas and other civic uses; public and quasi-public facilities (including government facilities, public utilities, religious facilities and organizations).

 In the low and medium density residential zoning districts the non-residential uses may include churches, public utilities and facilities, parks and recreation areas, golf courses, tennis courts, swimming pools, etc. In the medium density residential zoning districts, non-residential uses may also include kindergarten and childcare centers and professional offices (architects, engineers, lawyers, consultants, medical/dental, real estate, insurance, etc.)

The uses allowed in the commercial district include a full range of commercial enterprise activities and are contingent upon conformity of such uses with all requirements of this Plan and the Perdido Key zoning regulations, thereby assuring that such commercial development is undertaken in an environmentally sensitive manner. When using density transfers, densities may not be transferred to parcels south of Perdido Key Drive.

Standards: 1

- Maximum Density: 25 du/acre (based on proposed zoning districts) 2
- Maximum Intensity: 6.0 Floor Area Ratio (FAR) 3
- 4 Minimum pervious area 20%
- Maximum impervious cover area 80% 5

6 7

FLUM Mixed-Use Pensacola Beach (MU-PB)

8 9

General Description:

- 10 Intended for a complementary mix of uses on the developable lands at Pensacola
- Beach and is designed to accommodate and encourage innovative land development 11
- types and arrangements. Residential development in the MU-PB FLUM category shall 12
- be limited to 4,128 dwelling units and 726 lodging units. 13

14 15

Range of Allowable Uses:

The location and distribution of uses shall generally follow the distribution of uses 16 17

- included in the 1988 Pensacola Beach Land Utilization Plan, which is included in
- Chapter 1 of the Foundation Document and Chapter 85-409, Laws of Florida. Other 18
- allowable uses include public utilities and facilities, religious and educational facilities 19
- and medical facilities. Note: Laws of Florida, Chapter 85-409, prohibits residential or 20
- commercial development of a specified parcel within this category. Further, provisions 21
- within the Land Utilization Plan provide that environmental studies be completed prior to 22 23 approving any development or use of the specified parcel.

24 25

Standards:

- 26 Mix of uses shall be approx. 35% residential, 15% commercial/tourism (resort) and 50%
- open space/recreation. Also, densities may be increased, decreased or transferred on 27
- any particular parcel to provide protection to important natural resources, accommodate 28
- the provision of adequate and functional open space and the provision of a 29
- complimentary mix of recreation uses within the Pensacola Beach Community. 30
- Site specific densities and uses will be further defined by the lease agreements for 31
- individual parcels, the 1985 Bond Validation Compromise and Settlement, and Special 32
- Acts of the legislature regarding land use, ownership and development on Pensacola 33
- Beach. However, development thresholds established by this Policy shall not be 34
- exceeded unless this Comprehensive Plan has been amended and such amendment 35
- 36 provides for increased development thresholds.

37 38

FLUM Commercial (C)

39 40

41

General Description: Intended for professional office, retail, wholesale, service and general business trade. Residential development may be permitted only if secondary to a primary commercial development.

42 43 44

Range of Allowable Uses:

Residential, retail and services, professional office, light industrial, recreational facilities, 45

1	public and civic.
2 3	Standards:
4	Residential Minimum Density: None
5	Maximum Density: 25 du/acre
6	Non-Residential Non-Residential
7	Minimum Intensity: None
8	Maximum Intensity: 1.0 Floor Area Ratio (FAR)
9	
10	FLUM Industrial (I)
11	
12	General Description: Intended for a mix of industrial development and ancillary office
13	and commercial uses that are deemed to be compatible with adjacent or nearby
14	properties. Industrial areas shall facilitate continued industrial operations within the
15	County and provide jobs and employment security for present and future residents.
16	
17	Range of Allowable Uses:
18	Light to intensive industrial, ancillary retail and office. No new residential
19	development is allowed.
20	Cton doude.
21	Standards: Residential Minimum Density: None
22 23	Maximum Density: None
25 24	Non-Residential Minimum Intensity: None
2 4 25	Maximum Intensity: 1.0 Floor Area Ratio (FAR)
26	Maximum menory. The Free Free France (Free)
 27	FLUM Conservation (CON)
28	
29	General Description: Intended for the conservation of important natural resources,
30	such as wetlands, marshes and significant wildlife habitats. This may include passive
31	recreational opportunities for citizens of and visitors to the County.
32	
33	Range of Allowable Uses:
34	Passive parks and trails, preservation lands, educational uses that use natural
35	amenities for public benefit. No new residential development is allowed.
36 	Oten dender
37	Standards:
38 20	Residential Minimum Density: None Maximum Density: None
39 40	Non-Residential Minimum Intensity: None
40 41	Maximum Intensity: None
41 42	Maximan intendity. None
43	FLUM Recreation (REC)
44	
45	General Description: Recreational opportunities for the Escambia County citizens

BCC 10-16-14 CPA-2014-02 MU-S FLU Densities

including a system of public and private park facilities. 1 2 Range of Allowable Uses: 3 Active and passive recreation activities and amenities, park facilities such as boat 4 launch, basketball courts, tennis courts, baseball and softball fields, meeting halls and 5 the like. No new residential development is allowed. 6 7 Standards: 8 9 Residential Minimum Density: None 10 Maximum Density: None 11 Non-Residential Minimum Intensity: None 12 Maximum Intensity: 0.5 Floor Area Ration (FAR) 13 14 FLUM Public (P) 15 16 17 **General Description:** Provides for uses or facilities owned or managed by the Federal, State or county government or other public institutions or agencies. 18 19 Range of Allowable Uses: 20 Public parks, local, regional, State or Federal facilities, public structures or lands, quasi-21 public facilities providing public services. 22 23 Standards: 24 25 Residential Minimum Density: None Maximum Density: None 26 Non-Residential Minimum Intensity: None 27

Maximum Intensity: None

 From:
 Denise Halstead

 To:
 Temeka S. Mallory

 Subject:
 FW: CPA-2014-02

Date: Thursday, September 18, 2014 11:22:30 AM

From: Horace L Jones

Sent: Tuesday, September 09, 2014 9:01 AM

To: Denise Halstead

Subject: FW: CPA-2014-02

Please send this e-mail to the PB for the Density discussion. DEO Position.

From: Spiers, Sherry A. [mailto:Sherry.Spiers2@deo.myflorida.com]

Sent: Thursday, August 14, 2014 9:08 AM

To: Horace L Jones **Cc:** Richmond, Ana

Subject: RE: CPA-2014-02

Horace:

You are most welcome. Any time I can assist you, feel free to contact me.

I will coordinate with Ana and we will provide a response on the DSAP issue shortly. If you need anything further, please let me know.

Sherry

Sherry A. Spiers
Regional Planning Administrator
North Florida Region
Bureau of Community Planning
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4128

Telephone: (850) 717-8499

email: Sherry.Spiers2@deo.myflorida.com

From: Horace L Jones [mailto:HLJONES@co.escambia.fl.us]

Sent: Thursday, August 14, 2014 10:03 AM

To: Spiers, Sherry A. **Cc:** Richmond, Ana

Subject: FW: CPA-2014-02

Sherry,

Again, thank you for your response specified below. This was very complete and succinct. This is exactly what we needed. By the way, we have not received the response regarding the removal of DSAP & what it will do the our existing Sector Plan. If you can do the same, this would be great. Again, thank you immensely.

Horace

From: Horace L Jones

Sent: Thursday, August 14, 2014 7:18 AM

To: Horace L Jones

Subject: Fwd: CPA-2014-02

Sent from my iPhone

Begin forwarded message:

From: "Richmond, Ana" < <u>Ana.Richmond@deo.myflorida.com</u>>

Date: August 5, 2014 at 10:51:44 AM CDT

To: Horace L Jones < <u>HLJONES@co.escambia.fl.us</u>>

Subject: FW: CPA-2014-02

Horace,

Sherry has been out sick this week so I'm guessing she did not send this to you yet, but I think this will be helpful for your first question. I'll send you the DSAP information this afternoon.

ana

-----Original Message-----From: Spiers, Sherry A.

Sent: Friday, August 01, 2014 4:51 PM

To: Richmond, Ana

Subject: FW: CPA-2014-02

Ana:

The County staff asked for statutory citations for some of the advice was provided at our meeting. On the zoning issue, my understanding is that there has been some discussion in the County about relying on existing zoning regulations that allow more density than the comprehensive plan allows. We advised County staff that they cannot defer this issue to the land development regulations. Rather, the density and intensity standards must be in the comprehensive plan. When considering whether to allow development, if the land development regulations are not consistent with the comprehensive plan (for example, the zoning allows a higher density than the comprehensive plan), the comprehensive plan governs. If the local government chooses to allow development based on

zoning regulations that are not consistent with the comprehensive plan, the development approval can be challenged under s. 163.3215, F.S., on the ground that it is not consistent with the comprehensive plan.

The statutes on which our advice is based are:

- s. 163.3177(6)(a), F.S., requires that density and intensity standards be set in the comprehensive plan. Specifically, the section requires that a comprehensive plan include a future land use element that meets the criteria in the statute, including the following: "The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category."
- s. 163.3194(1)(a), F.S., addresses development orders: "(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted."
- s. 163.3194(1)(b), F.S., expressly states that a local government must rely on its comprehensive plan to authorize development and not on existing regulations that are inconsistent with the comprehensive plan. The section requires that if a local government retains land development regulations that are not consistent with the comprehensive plan, the local government is required to develop a schedule for bringing the regulations into compliance with the comprehensive plan. The statute then says: "During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order."
- s. 163.3194(3)(a), F.S., addresses consistency of development orders and land development regulations with the comprehensive plan and provides: "A development order or land development regulation shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government." Note that the statute requires consistency with the density and intensity standards in the comprehensive plan.
- s. 163.3194(3)(b), F.S., says basically the same thing as subsection (a) as it relates to development orders: "A development approved or undertaken by a local government shall be consistent with the comprehensive plan if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government. s. 163.3194(2), F.S." Again, note that the statute requires consistency with the density and intensity standards in

the comprehensive plan.

Sherry

Sherry A. Spiers
Regional Planning Administrator
North Florida Region
Bureau of Community Planning
Department of Economic Opportunity
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4128

Telephone: (850) 717-8499

email: Sherry.Spiers2@deo.myflorida.com

----Original Message----

From: Horace L Jones [mailto:HLJONES@co.escambia.fl.us]

Sent: Friday, August 01, 2014 10:34 AM To: Richmond, Ana; Spiers, Sherry A.

Subject: FW: CPA-2014-02

Ana & Sherry,

It was such a pleasure meeting with each you yesterday. You are so great to work with on our precarious issues within Escambia County. Furthermore, Dan & Sherry, Wow what a team!!!

Again, thank you!. We will be waiting on your e-mail confirming our discussions with possible solutions and alternatives to address the questions and issues we submitted to you. If you can cite the statues that would not allow proposed amendments or certain things to be removed, please state that. This would help us proceed with other alternatives that were discussed. We always want to give alternatives or solutions as consistent with your approach to Community Planning

-----Original Message-----

From: Horace L Jones

Sent: Friday, August 01, 2014 9:17 AM

To: Horace L Jones

Subject: FW: CPA-2014-02

Importance: High

-----Original Message-----From: Horace L Jones

Sent: Monday, July 28, 2014 4:46 PM

To: Horace L Jones

Subject: FW: CPA-2014-02

Importance: High

-----Original Message-----From: Horace L Jones

Sent: Thursday, July 24, 2014 1:30 PM

To: 'Richmond, Ana'

Subject: FW: CPA-2014-02

Importance: High

-----Original Message-----From: Horace L Jones

Sent: Monday, July 21, 2014 4:17 PM

To: Angela D. Crawley Subject: FW: CPA-2014-02

Importance: High

-----Original Message-----From: Horace L Jones

Sent: Tuesday, July 15, 2014 3:48 PM

To:

Subject: FW: CPA-2014-02

Importance: High

Ana,

We looking forward to meeting with you and your staff on the July 31st. Regrettably, there are time constraints and other commitments that we have to make adjustments for. Since this is the case, we want to make every effort for our meeting to be productive, insightful and informative. Thus, some major concerns that we would like to engage and to have a meaningful dialogue are the following:

- 1. As referenced below, the legality & ramifications of allowing the densities specified within the zoning categories, as stated in the Escambia Land Development Code, to be the controlling factor for proposed projects. Please see-mail sent on July 2nd 2014. Also, a summary of the issue and the draft language is attached.
- 2. We would like to have a discussion on removing the DSAP completely from the Sector Plan because of the change of legislation (HB 7207). As you know the DSAP is the local regulatory document that would govern the "construction of the projects within the Sector Plan Area". You & I have had e-mail correspondences on this issue. You are so great to work.

-----Original Message-----From: Horace L Jones

Sent: Tuesday, July 15, 2014 3:00 PM

To: Horace L Jones

Subject: FW: CPA-2014-02

-----Original Message-----From: Horace L Jones

Sent: Wednesday, July 02, 2014 7:12 AM To: ana.richmond@deo.myflorida.com

Subject: FW: CPA-2014-02

Hello Ana,

I hope you are doing well & having a great summer!!

On May, 13, 2014, I sent you an e-mail regarding a proposed revision to our 2030 Comp. Plan that would allow the density within zoning category to be the controlling factor for proposed projects. Your response(sent on May 14th) was that......"cleaner fix would be to up density in the future land categories; so that's consistent with the zoning." Your response was very clear & on point with Chapter 163 of the Florida Statues. By the way, we concur with this position. We were task with the assignment to proceed with the draft language as specified within the attachment. If possible could you please do a "courtesy review" of the language and provide your evaluation per Chapter 163 of Florida Statues. If possible, could you provide any additional thoughts or suggestions on this issue. I strongly welcome anything you have to suggest.

Again, thank you always for all your help.

From: Horace L Jones

Sent: Friday, June 27, 2014 12:00 PM

To: Horace L Jones

Subject: FW: CPA-2014-02

From: Denise Halstead

Sent: Monday, June 23, 2014 11:51 AM

To: Horace L Jones Subject: CPA-2014-02

Legal Sign-Off Ordinance Attachment A

Denise Halstead Planning Board Coordinator Development Services Department
3363 West Park Place
Pensacola, FL 32505
dhalstea@myescambia.commailto:dhalstea@myescambia.com>
T 850.595.3097

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

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This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

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.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-5193 County Administrator's Report 9. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: Surplus Property

From: Donald Mayo, Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Request for Disposition of Surplus Property for the Building Inspections Department - Donald R. Mayo, Interim Building Official/Department Director

That the Board approve the four Request for Disposition of Property Forms for the Building Inspections Department, for property to be auctioned as surplus property or properly disposed of, which is listed on the Disposition Forms with agency and reason stated.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Board of County Commissioner Policy B-1,2, Section II, Procedures for Disposition of County Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BID Disposition Forms 10 09 2014

		epartment: Building Inspection		COST CE	NTER NO:	250111	
Debora	ah A. Overton			DATE:	08/13/14		
7	ty Custodian (I ty Custodian (S	PRINT FULL NAME) Signature): Debrah A.	Overton	Phone No:	850-595-35	72	
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(Y / N) Y	NUMBER 48837	Ricoh Digital Scanner	A787007	0013	FW7030D	2000	bad
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TO:	MMENDATION: Board of County g Date:	/ Commissioners			- (
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This Eq	uipment Has Bee	n Auctioned / Sold					
	Print Name		Signature			Date	
Property	Tag Returned to	Clerk & Comptroller's Finance De	epartment				
Clerk &	Comptroller's F	inance Signature of Receipt	Dat	e		-	
		complete applicable portions of dispositi			ts for direction.	rev. sh 11	.19.13

TO:		mptroller's Finance Departmen Department: Building Inspection		COST CEN	NTER NO:	250101	
		eparament.					
111111111111111111111111111111111111111	th A. Overton	PRINT FULL NAME)	DATE:	08/13/14			
Proper	ty Custodian (Signature); Olboral Q.	Otier	Phone No:	850-595-357	72	
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
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Y	55907	Sharp Fax Machine		4710009X	FO-DC525	2006	bad
Disposa	d Comments:	No longer works - not cost effe	ective to re	pair			
Date:	9 22 15 Escambia Coun	Information Technology Technic ty Department Director (Signature):		onald P	R Marin		
RECON TO: Meeting		Director (Print Name	e): <u> </u>	waja 1	i, magi)	
Approv	ed by the County	Commission and Recorded in the N	Minutes of:	Pam Childers, Cler By (Deputy Clerk)	k of the Circuit Con	urt & Compt	roller
This Eq	uipment Has Be	en Auctioned / Sold					
by:							
	Print Name	5	Signature			Date	
Property	y Tag Returned to	o Clerk & Comptroller's Finance De	epartment				
Clerk &	Comptroller's F	inance Signature of Receipt		Date		-	
		complete applicable portions of dispositi	ion form See		ts for direction	rev ch 11	10.12

FROM		mptroller's Finance Department Department: Building Inspections		COST CEN	NTER NO:	250114	
	ah A. Overton			DATE:	08/13/14		
Proper	MANAGEMENT OF STREET	PRINT FULL NAME) Signature): Deborah (1)	Outre	Phone No:	850-595-35	72	
TAG (Y/N)	PROPERTY NUMBER 44808	DESCRIPTION OF ITEM Printer	SERI	AL NUMBER	MODEL Laserjet 5N	YEAR	CONDITION
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Date:	Plane is Ready for Description of De	Information Technology Technici ty Department Director (Signature):	4	Dona	Q Le R. Mayo	h	ayo
RECON TO: Meeting					-		
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This Eq	uipment Has Bee	en Auctioned / Sold					
by:	D M					0	
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n	C		VV. 2.0 15 - 2.00	Julio			10.10

Deborah A. Overton Property Custodian (PRINT FULL NAME) Property Custodian (Signature): Phone No: 595-3572 REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION OF ITEM SERIAL NUMBER MODEL YEAR MODEL YEA	TO: Clerk & Comptroller's Finance Department FROM: Disposing Department: Building Inspections COST CENTER NO: 250111						
Property Custodian (PRINT FULL NAME) Property Custodian (Signature):				DATE	09/22/14		
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION NUMBER Y 55572 Color Printer 60800162 LP332cdn 2007 bad Disposal Comments: This printer was used as a trade-in for new printer	CHARLES HER BUILD I CHARLES HARRIE		30/11/				
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Y 55572 Color Printer 60800162 LP332cdn 2007 bad Disposal Comments: This printer was used as a trade-in for new printer	TAG PROPERTY			AL NUMBER	MODEL	YEAR	CONDITION
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INFORMATION TECHNOLOGY (IT Technician)	Disposal Comments:	This printer was used as a trad	e-in for nev	w printer			
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Director (Print Name): Donald R. Mayo Dow Alc R. MAY RECOMMENDATION: TO: Board of County Commissioners Meeting Date:	O: Board of Count): Dona	ald R. Mayo) W A/C	<u> </u>	MAYG
Approved by the County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)	approved by the County	Commission and Recorded in the N	linutes of:		rk of the Circuit Co	urt & Compt	roller
This Equipment Has Been Auctioned / Sold	his Equipment Has Be	en Auctioned / Sold					
by:	y:						
Print Name Signature Date Property Tag Returned to Clerk & Comptroller's Finance Department							
Clerk & Comptroller's Finance Signature of Receipt Date Property Custodian please complete applicable portions of disposition form. See Biograph property and in the second property of the second property						Date	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6956 County Administrator's Report 9. 2.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: 5:31 p.m. Public Hearing Request for Fiscal Year 2014/2015

Re-budgets

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for Re-budgeting Ongoing
Grant and Project Funding - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on November 6, 2014, at 5:31 p.m., concerning re-budgeting ongoing Grant and Project Funding that will amend the Fiscal Year 2014/2015 Budget and appropriate these funds for those related ongoing Grants and Projects.

BACKGROUND:

Re-budgets are funds for grants and projects that were approved in FY2013/14 or earlier, but since the associated projects were not completed, the associated funding must be brought forward into the FY2014/15 Budget, to the grants and project expenditures can be completed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases or decreases in revenues to be approved by the Board.

IMPLEMENTATION/COORDINATION:

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6964 County Administrator's Report 9. 3.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: 5:31 p.m. Public Hearing Request to Adopt the Uniform Method of

Collection Resolution

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing for Adopting the Uniform Method of Collection for Non-Ad Valorem Special Assessments Resolution - Amy Lovoy, Management and Budget Services Department Director

That the Board authorize the scheduling of a Public Hearing on December 11, 2014, at 5:31 p.m., to consider adopting a Resolution establishing its intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.

BACKGROUND:

The Uniform Method of Collection as authorized in Florida Statute 197.3632 provides that the County adopt a Resolution prior to January 1 or if the Property Appraiser and Tax Collector agree, March 1. The Resolution must be advertised four (4) consecutive weeks in a newspaper of general circulation, and this will happen during November 2014. The Uniform Method of Collection of the Municipal Services Benefit Unit (MSBU) assessments will increase the collection of the assessments and reduce the administrative costs by eliminating duplicated preparation and mailing of tax notices.

Prior to the assessment of the non-ad valorem assessments under the Uniform Method, the following steps must take place:

- 1. Public Hearing to adopt the Uniform Method by Resolution
- 2. Agreements are approved with the Tax Collector and Property Appraiser's Office.
- 3. First class notices mailed to each affected property owner notifying them of a new assessment to be levied and the
 - place and time of a public hearing to be held between June 1 and September 15.
- 4. Public Hearing is held by the Board to adopt the MSBU assessment roll.
- 5. Assessment roll is transmitted to the Tax Collector's Office for billing.

BUDGETARY IMPACT:

This Resolution for the Uniform Method of Collection will apply to Non-Ad Valorem Special Assessments to be collected in Fiscal Year 2015/2016.

LEGAL CONSIDERATIONS/SIGN-OFF:

Compliance with Florida Statute 197.3632.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Non-Ad Valorem Special Assessments will be consolidated with the Ad Valorem Property Tax Bills issued by the Tax Collector and will be subject to the tax lien process if not paid by March 31.

IMPLEMENTATION/COORDINATION:

- 1. By June 1, the Property Appraiser provides the tax parcel information to the County.
- 2. Twenty (20) days prior to the public hearing to adopt the assessment roll, the County must advertise in the

newspaper the boundaries of the assessment districts and notice of the public hearing to adopt the assessment roll

by first class mail to the affected property owners when the assessment is collected under the uniform method for

the first time.

3. The County must hold a public hearing to adopt the assessment roll no later than September 15.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6932 County Administrator's Report 9. 4.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: Sick Leave Pool

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Sick Leave Pool - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board take the following action concerning the Sick Leave Pool:

A. Approve an administrative transfer of 10 hours towards the Board of County Commissioners' Sick Leave Pool for employees that were in the Sheriff's Sick Leave Pool Program when they transferred over from the Jail, once they donate an additional 2 hours of sick leave, Extended Leave Bank (ELB), or Paid Time Off (PTO) to meet the Board's minimum requirement to join the Program. Donations must be received within 30 days of the Board's approval of this action; and

B. Waive the 100 sick leave hour minimum balance requirement when they donate the additional 2 hours of sick leave.

BACKGROUND:

There were 139 employees that transferred from the Jail that were part of the Sheriff's Sick Leave Pool program. Presently, 126 of these employees are working at the Jail. Because they have donated 10 hours to one Sick Leave Pool program, we are requesting that they have the option to join the Board's Sick Leave Pool program with the donation of an additional 2 hours to meet our minimum requirement for the number of hours to join the Sick Leave Pool program. We recommend that the Board waive the 100 hour minimum balance requirement when they donate the additional 2 hours. We would then add 12 hours for every employee that donated 2 hours to the Sick Leave Pool.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:



POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with payroll to ensure the Sick Leave Pool hours are reflected correctly on the employees' pay record.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-6958 County Administrator's Report 9. 5.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: Schedule a Public Hearing to Consider the Petition to Vacate a Portion

of Sinton Drive

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of Sinton Drive - Joy D. Blackmon, P. E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing for November 6, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion of Sinton Drive, approximately 0.17 acres, as petitioned by Marvin Woodruff.

BACKGROUND:

The Petitioner owns property bordering on both sides of portions of Sinton Drive (60-foot-wide right-of-way), a paved County-maintained road, as dedicated and shown on the plat of Quinavista Subdivision, recorded in Plat Book 2 at Page 68 of the public records of Escambia County, Florida. Quinavista Subdivision (portions of which have been re-subdivided into Southwind Subdivision as recorded in Plat Book 11 at Page 23 of the public records of said County), lies south of Gulf Beach Highway and east of Casa Maria Lane. The petitioner owns and operates the Southwind Marina facility located on Big Lagoon. The Petitioner has plans in design to construct a resturant facility on the portion of Petitioner's property lying south of Sinton Drive. This facility would have the same foot print as the facility, which was destroyed by Hurricane Ivan in 2004. The design requires utilization of the southernmost portion of Sinton Drive requested to be vacated for handicap and other parking. Petitioner is requesting that the Board vacate any interest the County has in the portion of Sinton Drive, approximately 0.17 acres, which abuts his property. In 2004, the Board vacated a portion of Sinton Drive that lies to the east of this portion of Sinton Drive. Staff has made no representations to the Petitioner or to the Petitioners' agent that Board approval of this request operates to confirm the vesting or return of title to the land to the Petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed this request and has no objections to the proposed vacation provided that a public-access easement be retained over the vacated portion of Sinton Drive, with the understanding that the County will not be responsible for maintenance of the easement. All utility companies concerned have been contacted and have no objections to the requested vacation provided that a utility easement is retained over the area being vacated, with the understanding that the County will not be responsible for the maintenance of the easement. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified.

Staff has been in contact with Tom Hammond, agent for the Petitioner. It is the responsibility of the Petitioner or the Petitioner's agent to advertise the Notice of Public Hearing.

Attachments	
petition	
<u>map</u>	

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

Petitioner, hereby files this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a road right-of-way in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner, Marvin Woodruff presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

See Attachment "A"

- 2. That the Petitioner, Marvin Woodruff desires that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 24, Township 3 South, Range 31 West and recorded in Plat Book 2 at Page 68 of the public records of Escambia County, Florida.
- 3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

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

Petitioner acknowledges that:

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

Petitioner's Name: Marvin Woodruff

Street Address: 2921 W. Michigan Avenue

Pensacola, Florida 32526

Phone Number: 850-572-5464

Agent's Name: Tom Hammond

Agent's Phone Number: 850-434-2603

Date: September 16, 2014

Attachment "A"

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEY, INC.

NEW PARCEL CREATED AT THE CLIENT'S REQUEST

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 8, BLOCK 3, SOUTHWIND SUBDIVISION, AS RECORDED IN PLAT BOOK 11 AT PAGE 23 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA: THENCE GO SOUTH 47 DEGREES 34 MINUTES 25 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SINTON DRIVE (60' R/W) FOR A DISTANCE OF 214.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 805.79 FEET; THENCE GO SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 805.79 FEET FOR AN ARC DISTANCE OF 49.04 FEET (DELTA= 03 DEGREES 29 MINUTES 12 SECONDS, CHORD BEARING= SOUTH 49 DEGREES 17 MINUTES 31 SECONDS WEST, CHORD DISTANCE= 49.03) TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 805.79 FEET FOR AN ARC DISTANCE OF 129.20 FEET (DELTA= 09 DEGREES 11 MINUTES 12 SECONDS, CHORD BEARING= SOUTH 55 DEGREES 37 MINUTES 43 SECONDS WEST, CHORD DISTANCE= 129.06 FEET); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SINTON DRIVE GO NORTH 25 DEGREES 51 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 60.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SINTON DRIVE SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 745.79 FEET; THENCE GO NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 745.79 FEET FOR AN ARC DISTANCE OF 111.81 FEET (DELTA= 08 DEGREES 35 MINUTES 25 SECONDS, CHORD BEARING= NORTH 55 DEGREES 36 MINUTES 41 SECONDS EAST, CHORD DISTANCE= 111.71 FEET); THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO SOUTH 42 DEGREES 27 MINUTES 05 SECONDS EAST FOR Λ DISTANCE OF 60.13 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 0.17 ACRES MORE OR LESS.

> NORTHWEST FLORIDA LAND SURVEYING, INC. 7142 BELCHUM CIRCLE, PENSACOEA, FLORIDA 32526

- 28eec FRED R THOMPSON, PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER 3027 CORP. NUMBER 7277

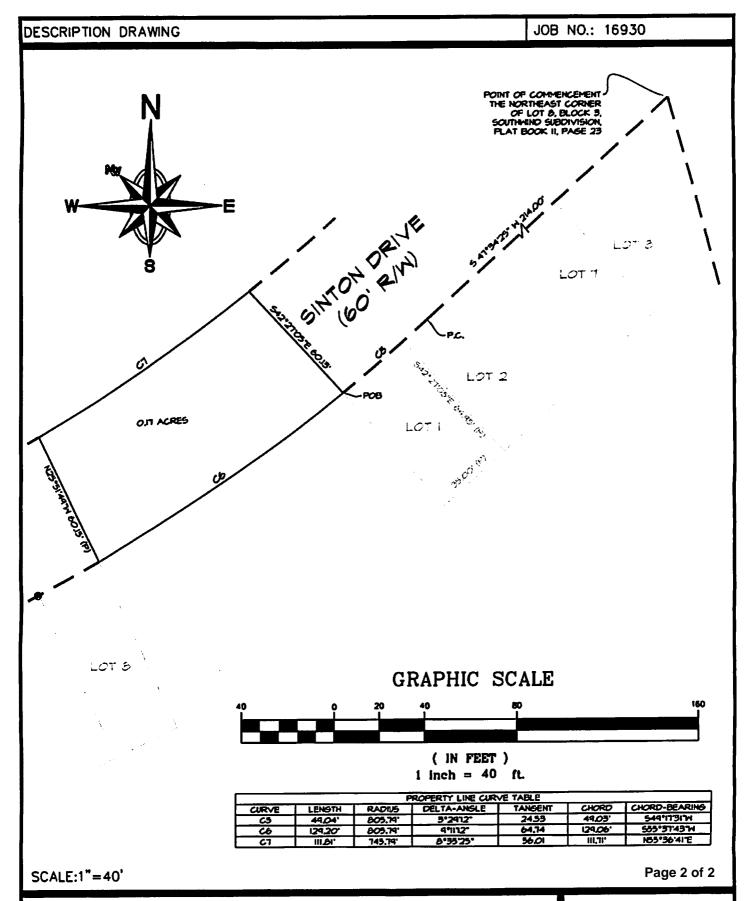
11-19-2012

STATE OF FLORIDA

Page 1 of 2

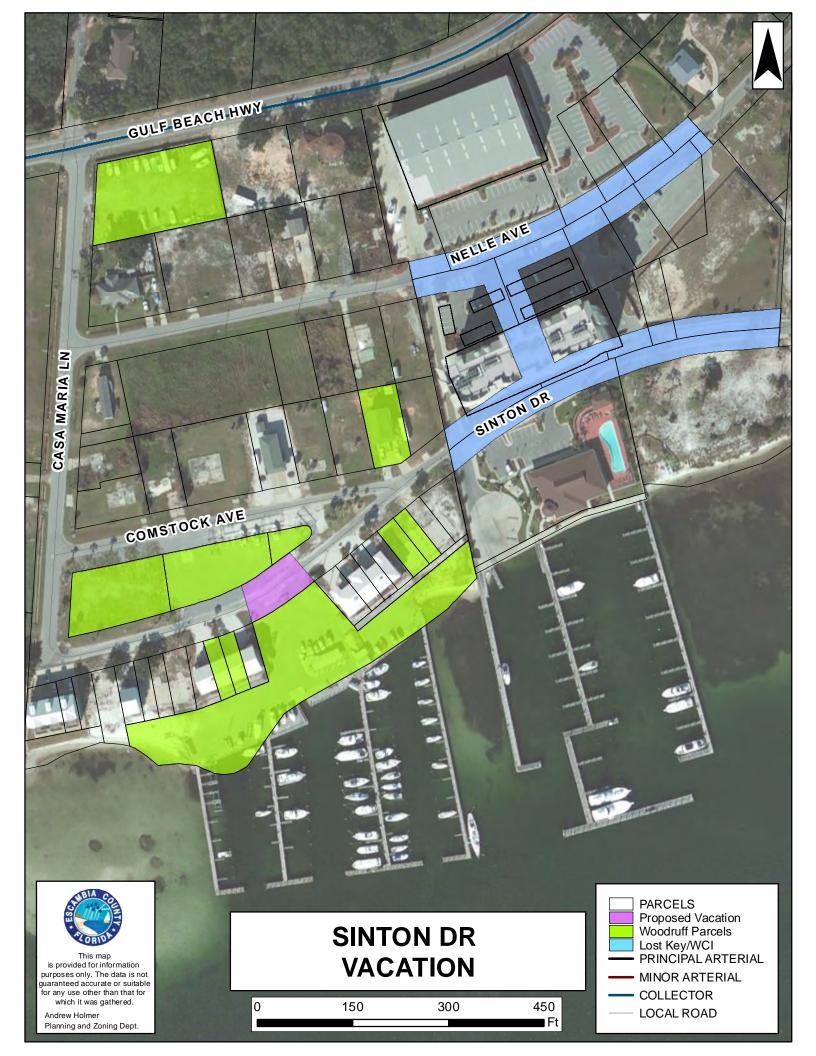


SCALE:1"=40'



NORTHWEST FLORIDA LAND SURVEYING, INC. A PROFESSIONAL SERVICE ORGANIZATION

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





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6961 County Administrator's Report 9. 6.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: Noise Waiver for Annual Outdoor Veteran's Remembrance Event &

Ceremony

From: Donald R. Mayo, Interim Building Official

Organization: Building Inspections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Limited Waiver of the Escambia County Noise Abatement Ordinance - Donald R. Mayo, Interim Building Official

That the Board review and approve the "Special Event Permit Application" for a limited waiver of the noise restrictions imposed by the Escambia County Noise Abatement Ordinance for the Outdoor Veteran's Remembrance Event & Ceremony, being held at Louie's Tavern, 271 Molino Road, Molino, Florida, on Saturday, November 8, 2014, from 8:00 a.m. through 12:00 Midnight.

BACKGROUND:

Escambia County Noise Abatement Ordinance Number 2001-8 (Escambia County Code of Ordinances, Chapter 42, Article III., Noise), was adopted by the Board of County Commissioners (BCC) on March 1, 2001, for the purpose of protecting, preserving, and promoting the health, safety, welfare, peace and quiet of the citizens of Escambia County through the reduction, control, and prevention of loud and raucous noise, or any noise which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of reasonable persons of ordinary sensitivity. Subsequently, on August 3, 2001, the BCC adopted Escambia County Ordinance Number 2001-36 to amend Escambia County Ordinance Number 2001-8 in order to provide a means of exemption to the Noise Abatement Ordinance to allow a fair and just application of the Ordinance and grant limited waivers of the restrictions imposed by the Noise Abatement Ordinance to allow special outdoor events to take place in the community while still protecting the health, safety, and welfare of the citizens of Escambia County, and promoting an environment free from sound and noise disruptive of peace and good order.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Code of Ordinances, Chapter 42, Article III. Noise. Section 42-66. Exemptions. (g), provides that the County Administrator shall provide the permit application as well as any other available information, to the Board of County Commissioners for consideration at a meeting of the Board of County Commissioners. The Board of County Commissioners may impose any other conditions on the permit, as it deems necessary to reduce the disturbance to surrounding or neighboring properties.

IMPLEMENTATION/COORDINATION:

The Building Inspections Division will issue a Special Event permit for this exemption.

Upon Board approval, the Escambia County Sheriff's Office will be notified of the issuance of this waiver

Attachments

Application
Site Map
Advertisement



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3550 - Phone (850) 595-3589 - FAX www.myescambia.com

SPECIAL EVENT PERMIT	Permit Nun	nber: S	E140909343	
TOTAL CONTRACTOR OF THE STATE O	Building Po	Building Permit Number:		
Waiver to Noise Ordinance	Approved I	Ву:	Date:	
Applicant: Rojo Diablo ENT		Phone Number:	321 749 7368	
Owner's Name: John Romaker		Phone Number:	321.749.7368	
Owner's Address: 271 Molino Rd				
City: Molino	State: FI.	Zip Code: 32577		
Job Address:		Lot	t or Apt. Number:	
	Limited Waiver S	Section Only		
Pursuant to Ordinance 2001-8, as amended be granted to organizations for special out				
Nov 8th 2014	Pescription of Activi Veterans Memoria			
Remarks or Comments: This is a Remen	nbrance to celebra	ate life, and reme	ember the fallen. POW/MIA	
Driving Directions: North HWY 29 blinki	ng light Molino Ro	l. Turn right 4.7 r	niles on right 271 Molino RD.	
Escrow Account Number:		Date:		
Applicant Signature:		,		

Title Page 1 of 1

Title



Disclaimer

This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.



ARMY
MARINES
NAVY
AIR FORCE
NATIONAL GUARD
COAST GUARD







* BIKE RUN *

Start at 955 Dog-Track Rd. 32506 <u>KSU 10.00</u> LBI 3:30

Breakfast 8-10 AM

Start: 955 Dog Track Rd

2nd Stop: II wheelers

3rd Stop: Tavern in the Country

4th Stop: Homestead Lounge

End: Louie's 271 Molino Rd

\$30 a couple (one coin) 2 Plays

\$20 single (No coin) 1 Play

Coins available for purchase \$20

Food \$ 7.00 Plate LIVE MUSIC @ 3:00-8 PM

Dirty South Band

Karaoke starts at 8
Bon Fire
Out Side Event

Refully to Louise s by 3:30

♦ FUN ♣ FOOD ♥ ENTERTAINMENT ♠

Event coins will be available 1 Oct, purchase early and come to Louie's and receive a free beer each time you come; on presentation of coin. Coin must be shown no exceptions.

Camping at Barth Camp Ground
855 Barth Rd
(850)485-7284
50% off all military

All Welcome

All Patches welcome

Nov. 8th starting @ AMVETS Post 292 Ending @ Louie's 271 Molino Rd. Molino Fl. 32577

Point Of Contact (321)749-7368 ask for John



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6985 County Administrator's Report 9. 7.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 10/16/2014

Issue: Northwest Florida Big Bend Health Council

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Northwest Florida Big Bend Health Council - Jack R. Brown, County Administrator

That the Board take the following action concerning the Northwest Florida Big Bend Health Council, as requested by R. Michael Hill, Executive Director:

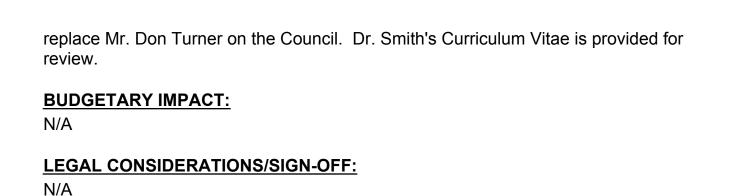
A. Waive the Board's Policy, Section I, Part B 1. (D), Appointment Policy and Procedures, and reappoint the following four members to another two-year term, effective, retroactively, October 1, 2014, through September 30, 2016:

- 1. Denise Adams (Provider);
- 2. Dr. John Lanza (Provider);
- 3. Vivian Krumel, RN, (Purchaser); and
- 4. Hong Dang (Purchaser);
- B. Reappoint Catherine Kelly, Florida Blue Center Director (Consumer) for another two-year term, effective, retroactively, October 1, 2014, through September 30, 2016; and
- C. Appoint Dr. George Andrew Wellington Smith (Provider) for a two-year term, effective, retroactively, October 1, 2014, through September 30, 2016, to replace Don Turner who has retired.

BACKGROUND:

In an email dated August 20, 2014, Mr. R. Michael Hill, Executive Director, Northwest Florida Big Bend Health Council, requested that the Board of County Commissioners reappoint the individuals listed above. Each of the individuals has expressed a desire and willingness to serve on the Council. Existing file copies of their Resumes are attached for review.

In an email dated September 30, 2014, Mr. Hill recommended Dr. George Smith to



PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resumes

DENISE ADAMS

3053 Biue Star Ave. • Pensacola, FL 32514 • dennie4u@bellsouth.net 850-501-0189 (cell) • 850-494-9806 (home) • 850-416-7041 (work)

SACRED HEART HOSPITAL, PLANNING, RESEARCH ANALYST

Strategic Planning / Market Research Analyst / Healthcare Liaison

Focused and stable, planning analyst with a 25 year record of healthcare system hands-on involvement in decision-making via presentations and trend analyses demonstrated by success in providing successful strategies in highly competitive markets. Able to keep constant attention and reach goals during high stress projects and performance deadlines. Concentrates in building new business, securing customer loyalty and forging strong relationships with internal and external healthcare partners.

PROFESSIONAL EXPERIENCE

Planning, Research Analyst, 1994 - CURRENT (12 years)
Sacred Heart Health System, Pensacola

The Research Analyst supports the Senior Vice President, Strategic Services and the Planning Manager with decision support information necessary for the development of strategic, business and project plans as well as special projects (historical utilization and outcomes reports and service line feasibility reports). The position provides general support for administrative functions of the department and maintains liaison with various health system departments, outside organizations and other entities (AHCA, FHA, AHA, JCAHO, and local health council). The position requires proficient knowledge of Microsoft products (Word, Excel, Powerpoint, Access, and Internet Explorer), internal software (AS400 and Client Access), and department specific software (Maptitude, Mapinfo Professional, NRC's Patient Satisfaction, Press Ganey Patient Satisfaction, Solucient's The MarketPlanner Plus and Solucient's Polaris Sulte) to accomplish the major presentation and reporting activities such as mapping and market trending. The Research Analyst must have an understanding of the healthcare industry, hospital finance and accounting and hospital utilization reporting. Responsible for notifying administration of proposed and current changes to healthcare law (C.O.N.) and the effect to the hospital system.

Third Party Reimbursement Technician, 1981 – 1994 (13 years)
Sacred Heart Health System, Pensacola

The Third Party Reimbursement Technician assists the Director of Reimbursement and the Reimbursement Accountant with the deductions to revenue accounts. Specific responsibility of this position is to reconcile hospital Medicare settlement data to the Blue Cross Intermediary's Remittance Advices (EOB's) and the yearly PS&R for the Cost Report. Other responsibilities for this position would be to monitor and report billing errors, review current and proposed reimbursement laws, assist/fill-in for Medicaid and HMO/PPO technician, special reports, and department-wide assistance on procedures and computer functions.

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Page Two

EDUCATION & TRAINING -

Accounting, (B.A.), In Process, Senior Status, University of West Florida

Business Transfer (Associates of Arts), 1979 – Pensacola Junior College

Secretarial/Clerical (Certificate of Achievement), 1977 – George Stone Voc-Tech

Academic (High School Diploma), 1977 – Escambia High School

HEALTH-RELATED PROJECTS & ACTIVITIES

- Active, participating guest of the Local Health Council meetings for 12 years.
- ❖ Reference: Mike Hill, Executive Director, NW Florida Health Council, 1-800-226-4128
 - o District 1 & 2 District Plans
 - o Certificate of Need Preferences
 - o Quarterly Hospital Statistics Submissions (SHH Pensacola & SHH Emerald Coast)
 - o Emergency Room & Other Special Reports
 - Bay County FQHC Application Assistance
- Partnership for a Healthy Community
- ❖ Reference: Pat Dunn-Cole, Executive Director, PFAHC, 850-380-6735
 - o BHS/SHHS Joint Project Establishment of PFAHC
 - CHOR Community Assessment 1993
 - CATCH Community Assessment 2005
 - o Health Department Grant Assistance
 - o HCAP Grant (BH, WF, Esc & S/R Health Depts. Joint Project)
- Volunteer Work & Other Community Projects
 - o Camp Bluebird (Cancer Survivors); Reference: Joy Roche, 850-416-7043
 - o Escambla Community Clinics Establishment & Grant Assistance
 - Personal: ECUA Septic Tank Abatement Program, Escambia County Zoning, and Water Drainage & Quality

Resume of

John J. Lanza, MD, PhD, MPH, FAAP

Home Address:

3990 Bentwood Lahe

Cantonment, FL 32533-9785

(850) 494-7095

e-mail: lanza1@beilsouth.net

Office Address:

Escambia County Health Department

1295 West Fairfield Drive Pensacola, Florida 32501

FAX: (850) 595-6745 (850) 595-6567

Pager: (850) 839-6436 Cell Phone: (850) 528-5201

e-mail: john_lanza@doh.state.fl.us

Personal Data:

Date of Birth:

August 18, 1953

San Antonio, Tetas, USA Place of Birth: Marital Status: Married, two children

Education:

05/96 - 05/02

University of South Florida

College of Public Health Distance Learning Program

Tampa, Florida;

M.P.H. in Public Health Practice Program

Special Project Title: "An Evaluation of Specific Health Indicators Comparing Career and Volunteer Firefighters in Escamble County,

Florida*

07/85 - 06/88

Sacred Heart Children's Hospital

Pensacola, Florida

Intern/Resident in Pediatrics

01/83 - 06/85

Universidad Tecnologica de Santiago

(UTESA) School of Medicine

Santo Domingo, Dominican Republic

Doctor of Medicine Degree

08/82 - 12/82

CIFAS University School of Medicine

Santo Domingo, Dominican Republic

University of Fiorida Gainesville, Florida

06/76 - 03/79

Ph.D., Medical Radiation Physics (Nuclear & Radiological Engineering) Dissertation Title: "An Automated Dosimetry System for Computed

Tomography Scanners Using Slilcon P-I-n Diodes"

06/75 - 06/76

M.S., Health Physics (Nuclear & Radiological Engineering)

Special Project Title: "The Health Physics Aspects of the Fusion-

Fission Hybrid Reactor*

09/73 - 06/75

B.S., Electrical Engineering (Bio-medical)

06/71 - 06/73

Brevard Community College Cocoa, Florida, A.A., Pre-engineering

8/3/2CO4

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

Faculty Appointments:

Florida State University - Taliahassee, Florida

12/03 - Present

College of Medicine

Department of Clinical Sciences Faculty of Obstettics and Gynecology

Clinical Assistan

12/00 - Present

University of West Florida - Pensacola, Florida

College of Professional Studies

Division of Health, Leisure & Exercise Sciences

Adjunct Instructor

12/00 - Present

College of Arts & Sciences

Center for Environmental Diagnostics and Bioremediation

Faculty Associate

12/00 - Present

Callege of Arts & Sciences Department of Biology

Faculty Associate

08/97 - Present University of Florida - Gainesville, Florida

Department of Operative Dentistry
Division of Public Health Services and Research

Courtesy Clinical Associate Professor

03/79 - 06/79

Department of Nuclear Engineering Sciences

Adjunct Assistant Research Professor

Employment Data

05/96 - Present

State of Floridal Department of Health Escambia County Health Department

Pensacola, Florida

County Health Department Director

02/96 - 05/96

Acting Public Health Director

09/95 - 02/96

Deputy Health Director

04/94 - 10/99

Clinical Services Director

08/93 - 05/96

Senior Physician

04/93 - 07/93

Lakeland Regional Medical Center

Lakeland, Florida

Pediatric Emergency Physician

08/88 - 02/93

Pediatrician's Care Unit

Longwood, Florida

Private Pediatrid Practice

07/85 - 06/88

Sacred Heart Children's Hospital

Pensacola, Florida Pediatric Resident

02/81 - 08/82

Naval Sea Systems Command

Nuclear Engineer

NAVSEA-8444-Naval Nuclear Weapons Radiological Controls Program

Washington, D.C.

Resume of: John J. Lanza, MD, PhD, MPH, FAAP

Naval Surface Weapons Center -06/79 - 02/81

Research Physicist

NSWC-R41 - Director, Naval Nuclear Weapons

Low-Level Radiation Exposure Study

Sliver Springs, MD

Wuesthoff Membrial Hospital 06/72 - 01/75

Rockledge, Florida (full and part-time)

Nursing Assistant, Psychlatric Technician, Lab Technician

Cocoa/Rockledge Country Club 06/71 - 09/72

Rockledge, Florida Assistant Chef

Professional Memberships: American Medical Association

Diplomate, American Board of Pediatrics

Escambia County Medical Society - President; Chair-We Care/Indigent Care Committee; Member - Disaster Preparedness Committee;

Member - Nominating Committee Fellow, American Academy of Pedlatrics
Florida Association of County Health Officers
Florida Medical Association, Delegate to House of Delegates
Chair – Council on Public Health; Member-Section on Minority Health Care;

Member-Section on Environment & Health

Florida Public Health Association, Co-Chair-Section on Public Health Physicians

Florida Preventive Medicine Association

Health Physics Society

National Association of County & City Health Officials

Medical Licenses:

Florida (1987); Pennsylvania (1987)

Board Certification:

Pediatrics (1989; e-certified 2003)

Other:

Chief Judges Children's Council (1st Circuit), Board of Directors

Dr. Ruby J. Gainer School for Reaching Your Dreams - Board of Directors

Escambia County Healthy Start Coalition - Chairperson

Escambia County School Readiness Coalition - Board Member

Medical Advisory Committee for Hospice of Northwest Florida - Member

Northwest Florida Health Council - Board of Directors

Advisory Council, University of South Florida College of Public Health - Member

Florida Pediatric Advocacy Network - Member

Partnership for a Healthy Community - Board of Directors

Partnership for Environmental Research and Community Health − ∞-Founder

Florida School Health Advisory Council - Member

University of West Florida, Division of Health & Life Science Advisory Board -

Member

Florida Departmen of Law Enforcement, Northwest Florida Domestic Security
Task Force, Health and Medical - Co-Chairman Health; Medical, Hospital,
EMS Committee of State Working Group on Domestic Preparedness,
Radiological Emergency Sub-Committee-Chairperson

Residency Advisory Committee, U.S. Navy Aerospace Medicine Residency Program, Naval Air Station Pensacola – Member

Access Escambia - Board Member

Solutia Corp., Environmental Advisory Board - Member

Florida Emergency Medicine Foundation, Review Board for Speaker's Bureau, Weapons of Mass Destruction, All Hazards - Member

Awards:

2000, 1000 Frientis of Florida Award (Septic-Sewer Program)

2001, Legal Environmental Assistance Foundation (LEAF) (Environmental

Advocacy)

2003, Florida Department of Health, Secretary's Special Recognition Award

(Domestic Security Health Team)

2004, Pensacola Area Commitment to Excellence Professional of the Year

Award

Interests:

Home Remodeling, Computers, Automotive Restoration, Flying, Amateur Radio.

Investments

1850-872-4131

Vivian Krumel, RN 3298 Summit Blvd. Ste 33 Pensacola FL 32503 850-434-6168

RN for the past 45 years.

Graduated from Holy Family School of Nursing, Manitowoc, WI

Current:

Owner and president of Professional Health Examiners for 19 Years

Alzheimers Family Services-Northwest Florida-President

Member for 21 Years

State of Florida Health Planning Council

Member for 22 Years

Board Member of American Cancer Society
Past President twice Currently on the state Board

Member for 31 Years

Alzheimers Disease Initiative (Governor Appointee to state task force) Member for 12 Years

Administrator of Upjohn Healthcare Services for 8 Years

Labor and Delivery room nurse at Baptist Hospital for 14 Years

Psychiatric Nurse at the University Hospital of Wisconsin for 3 Years

Active in St. Paul's Catholic Church, reader, past organist, choir member and Women's Society President.

Active member of Life Underwriters and Health Underwriters.

Member of Escambia Coalition Against Tobacco; conducted the first "Quit Smoking" class and first Prostate Screening for the ACS; has coordinated & participated in numerous health fairs and education programs.

4011 Maltese Way Pensacola, FL 32506 Cell:

(850) 525-3510

Email: Hong.Dang@bhcpns.org

Professional Experience:

Baptist Health Care - Corporate

Strategic Planning Manager

01/08 - Current

- Assists in the Strategic Planning Process for Baptist Health Care
- Assists in ad hoc projects relating to business development and growth
- Conducts market area analysis using demographic data, socioeconomic indicators, and utilization rates
- Serves on the Strategic Measurement Team (Team makes recommendation of system core goals and strategies)
- Assists in managing financial performance for the Strategic Planning Department and Corporate Administration
- Manages the survey completion process for the organization

Baptist Health Care - Leadership Institute Performance Improvement Manager

05/07 - 01/08

- Mentored and supported Research Analyst
- Managed the patient satisfaction and cultural excellence scorecard improvement process for 30+ client facilities; Monitored and reported results on a quarterly and semi-annual basis
- Provided client coaching and consulting support specific to patient experience and creating a high performing organization
- Developed performance analysis reports and assisted clients with goal setting
- Researched industry trends and developed performance improvement tools and services to position firm as an industry expert
- Maintained and updated database of best practices for improvement of the customer experience
- Evaluated client performance data for inclusion in the Cultural Excellence Assessment reports

Baptist Health Care - Leadership Institute Performance Improvement & Research Analyst 06/05 - 05/07

- Developed monthly and quarterly patient satisfaction analyses
- Managed the collection of organizational performance and patient satisfaction data from clients
- Assisted with the administration and analysis of surveys using various tools and software
- Managed and ensured efficiency of firm's knowledge database (resource center)
- Participated in Return On Investment research initiative

Florida Sterling Council

Governor's Sterling Award (GSA) Examiner

2006 - 2007

- Reviewed and evaluated three GSA applications for strengths and opportunities
- Conducted an on-site evaluation with a team of seven to venify and clarify strengths and opportunities for improvement for improvement
- Attended extensive examiners' training in preparation for examination process

University of West Florida

Graduate Student

Spring 2006

- Planned, promoted, and hosted Caregivers' Day Out to increase the awareness of the Alzheimer's disease and the support services available in Escambia County, Florida
- Researched market statistical data to support the purpose of the event
- Evaluated the event with the development of a qualitative and quantitative paper-based survey

Baptist Health Care - Leadership Institute Coordinator

12/04 - 05/05

- Developed an efficient management system for the consulting firm's resource sales process (sales, billing, and shipping)
- Assisted in the redesigning of online sales process which enhanced the customers' buying experience

L&M Car Rental, Orlando, FL

MIS/Marketing Intern

01/04 - 08/04

Established and monitored 5+ business-to-business relationship of the

4011 Maltese Way Pensacola, FL 32506 Cell:

(850) 525-3510

Email:

Hong.Dang@bhcpns.org

company.

 Effectively negotiated with partners which increased the number of benefits offered to consumers by 15%.

Cairo Nightclub, Orlando, FL

Event Coordinator

11/02 - 01/04

- Planned and promoted a successful event that brought in 600+ people through mass advertisement and project management.
- Successful implementation of the budget by closely monitoring the account payables and account receivables records.

Pensacola Motorsports, Pensacola, FL

General Manager Assistant 03/01 - 07/02

- Decreased 25% of account receivables in the service department by consistently monitoring and evaluating debts owed to the company.
- Managed accounts receivable of the marketing department to ensure full payment of all co-op advertisements.

Golden Dollar Market, Pensacola, FL

Assistant Manager

07/00 - 12/00

- Increased company revenue by 25% through conducting extensive research to find quality products and profitable prices and successfully negotiating with outside vendors.
- Developed effective marketing strategies which increased repeat sales by introduction of new products and arrangement of in-store displays.

Joe Patti Seafood, Pensacola, FL

Sales Clerk

11/98 - 06/00

- Demonstrated superior customer service skills in product knowledge, customer needs, and added value selling techniques consistently resulting in top 1% of sales force.
- Trained 10+ new employees with the proper sales skills which increased productivity rate by 50%.

Volunteer:

Baptist Hospital Measurement Team - Leader

07/06 - 04/08

- Lead a team of 7
- Managed the team's activities to support the goals of the organization
- Actively pursued initiatives to improve the processes of the team and/or the organization
- Educated staff and leaders regarding the importance of measuring satisfaction by presenting at ServU and New Leaders' Orientation — Quest
- Provided support to Unit 4 East Leader in an initiative to improve patient satisfaction by developing a "Response to Concerns/Complaints" Campaign

Malcolm Baldrige - Performance Excellence Team: Category 7 - Member

2008

Ad Hoc

- Served on the Baptist Hospital Strike Team Committee (Provided recommendations to improve the five pillars (People, Service, Quality, Financial, Growth) at Baptist Hospital)
- Served on the Baptist Health Care Young Professionals Committee (Provided leadership team with recommendations to engage young professionals in the organization.)
- Provided assistance with the American Heart Association Fund Raising Initiatives at Baptist Health Care

Education:

Masters of Business Administration (MBA) Concentration: Health Care Administration University of West Florida, Pensacola, FL 05/06

Masters of Arts (MA)

Concentration: Health Care Leadership

05/06

Certification: Human Performance Improvement (Change management,

organizational development, effective evaluation of processes, and tool development)

Hong Dang

4011 Maltese Way Pensacola, FL 32506 Cell: (850) 525-3510

Email: Hong.Dang@bhcpns.org

08/04

University of West Florida, Pensacola, FL

Bachelors of Science in Business Administration

Major: Management Information Systems, Minor: Marketing

University of Central Florida, Orlando, FL

Major 3.4/4.0 GPA

Computer

Skills:

Microsoft (Word, Excel, PowerPoint, Access), Thomson Healthcare – Market Expert, Email (Lotus Notes, Yahoo), Adobe Acrobat Professional 7.0, ACT!, DesignPro,

SPSS Text, Survey Tracker, Trendstar, Horizon Business Intelligence

Other Skills:

Teamplayer, Analytical, Written and verbal communicator, Project management,

Leadership, Change agent, Presentation, Research driven, Visionary,

Results oriented, Time management

Professional

Affiliations:

American College of Healthcare Executives (ACHE), Society for Healthcare Strategy

and Market Development (SHPDA), Pensacola Young Professionals (PYP)

Career Summary

Catherine A. Kelly

Florida Blue Center Director

1680 Airport Blvd.

Pensacola, Florida 32504

850.207.9143

Catherine.kelly@bcbsfl.com

Catherine Kelly is the Director of the Florida Blue Center in Pensacola, an inviting place where Blue Cross and Blue Shield of Florida members, prospective members and the community can go to get answers to complex health care questions. Over a career with Florida Blue of more than 25 years, Kelly has launched numerous innovative initiatives and successfully managed many organizational disciplines, including human resources, public affairs, business development, community relations, advertising and marketing communications. Business initiatives launched by Kelly have been recognized for Outstanding Corporate Social Responsibility by the American Association of Colleges of Nursing (2 007), the state of Florida Workforce Development Board (2006) and the American Business Awards (2006).

Throughout her career, Kelly has been an active community volunteer in Pensacola and statewide. She is a former member of the Board of Trustees of the University of West Florida (UWF) and currently serves on the UWF Health Sciences Advisory Committee. She is a member of the Five Flags Rotary of Pensacola. She serves as the Chairman of the Board of the Florida State College System Foundation. In her philanthropic and volunteer roles, Kelly has been instrumental in raising awareness statewide of the need for nurses and allied health professionals and in forging partnerships to increase educational and career opportunities for nurses.

Kelly holds a Bachelor of Science in Journalism from the University of Kansas and a Master of Arts in Communication from Michigan State University. She received certificates in executive education from Northwestern University Kellogg School of Business and the University of Michigan Business School. She is appointed by BCBSFL as a licensed agent in health, life and annuities.

CURRICULUM VITAE

GEORGE ANDREW WELLINGTON SMITH, MD

(HOME)

22 BARTLETT CIRCLE PENSACOLA, FL 32505

(850) 494-2333

(WORK)

2200 N. PALAFOX ST. PENSACOLA, FL 32501

(850) 436-4630

PLACE OF BIRTH: Kingston, Jamaica - August 1, 1958

EDUCATION:

1979-84

UNIVERSITY OF THE WEST INDIES, KINGSTON, JAMAICA

Awarded Degree of M.B., B.S.. Honors in community health.

1977-79

UNIVERSITY OF THE WEST INDIES, KINGSTON, JAMAICA

Undergraduate studies in natural sciences.

GRADUATE TRAINING

1989-92

HOWARD UNIVERSITY HOSPITAL, WASHINGTON D.C.

Internship and residency in family practice.

Chief Resident 1991-92

1984-86

PRINCESS MARGARET HOSPITAL, NASSAU BAHAMAS

Rotatory internship - Medicine, Surgery, Pediatrics, Obstetrics and

Gynecology, ICU, Psychiatry, Emergency Medicine.

CERTIFICATION AND LICENSURE

2006 Recertified Diplomate of the American Board of Family Practice

. 1999 Fundamentals of Management

1995 Fellow of the American Academy of Family Physicians

1994 Licensed by Florida Board of Medicine

December 1993. License No. ME0065478

Diplomate of the American Board of Family Practice 1992-99

July 1992

1992 Licensed by New Mexico Board of Medical Examiners

November 1992. License No. 92-351 - Inactive

1990 Licensed by Maryland State Board of Medical Examiners

August 1990. License No. D40497 - Inactive

1989 Educational Commission for Foreign Medical Graduates

August 1989. Certificate No. 397-491-2

PRACTICE EXPERIENCE	
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Dr. Smith CV - page 2

Aug 94-Present	ESCAMBIA COMMUNITY CLINICS, INC PENSACOLA, FL Medical Director. Primary care Including urgent care and continuous care. Supervision of Medical Staff.
04/01 - Present	JAY HOSPITAL - JAY, FLORIDA Emergency Medicine
9/92 - 7/94	FAMILY MEDICAL CENTER - LAS CRUCES, NEW MEXICO Independent Contractor. Doing urgent care. This included Minor Trauma, Gynecology, Acute Illnesses of children and adults, Individual Physicals and Workman's Compensation Injuries.
10/92 - 7/94	GERALD CHAMPION MEMORIAL HOSP, ALAMOGORDO, NM Independent Contractor with Transmountain Emergency Group - Doing emergency medicine.
7/90 - 7/94	UNITED STATES AIR FORCE - ACTIVE DUTY Captain. Primary care including Inpatient care. Medical Review Officer for Civillan Drug Testing Program. Preceptoring Physician's Assistant and Nurse Practitioner. Quality Assurance Evaluator for civilian contract physician.
3/91 - 7/92	CORRECTIONAL MEDICAL SYSTEMS, ST. LOUIS, MISSOURI Independent Contractor - Prison health. Sick Calls and Chronic Clinics for inmates in Maryland Detention Centers.
8/90 - 7/92	CONVENIENT HEALTH CARE, WALDORF, MARYLAND Independent Contractor. Doing urgent care.
4/89 - 6/89	N.Y.C. DEPARTMENT OF HEALTH N.Y.C., NEW YORK Public Health Advisor. Did Contact Tracing and Counseling to patients visiting Sexually Transmitted Disease Clinic.
8/88 - 4/89	H.S. SYSTEMS INC N.Y.C., NEW YORK Performing Physicals on patients referred by the Human Resources Office of the City of New York.
3/86 - 6/88	PRINCESS MARGARET HOSPITAL - NASSAU, BAHAMAS Senior House Officer in General Practice Clinic, Skin and Sexually Transmitted Disease Clinic.
PROFESSIONAL SO	CIFTIES

PROFESSIONAL SOCIETIES

1998	WORLD ORGANIZATION OF FAMILY DOCTORS
1998	AMERICAN COLLEGE OF PHYSICIAN EXECUTIVES
1994	ESCAMBIA COUNTY MEDICAL SOCIETY
1994	FLORIDA ACADEMY OF FAMILY PHYSICIANS
1994	FLORIDA MEDICAL ASSOCIATION
1993	CHRISTIAN MEDICAL AND DENTAL SOCIETY
1990	AMERICAN MEDICAL ASSOCIATION
1989	AMERICAN ACADEMY OF FAMILY PHYSICIANS

AWARDS

Dr. Smith CV - page 3

1992 HONORARY AWARD

Washington Society for History of Medicine for essay on Blood Banking.

1991

THE ANDREW A. BEST MD RESIDENTS AWARD

For research - The Family Practice section of the National Medical

Association.

1990

MOST OUTSTANDING INTERN - FAMILY PRACTICE

1977-81

REYNOLD'S JAMAICA MINES UNDERGRADUATE

SCHOLARSHIP

ACADEMIC APPOINTMENTS

2003

FLORIDA STATE UNIVERSITY COLLEGE OF MEDICINE

Assistant Clinical Professor

2000

UNIVERSITY OF FLORIDA SCHOOL OF MEDICINE

Courtesy Assistant Clinical Professor

SCIENTIFIC EXHIBITS AND PRESENTATION

1992

ROLAND NICKENS RESIDENT RESEARCH SYMPOSIUM

At Howard University Hospital.

1991

THE NATIONAL MEDICAL ASSOCIATION CONVENTION

Resident Research Poster exhibit and presentation entitled:

Carcinoma of the Pancreas, The Howard University Hospital Experience.

HOSPITAL APPOINTMENTS

2001

JAY HOSPITAL

Jay, Florida

1995

BAPTIST HOSPITAL

Pensacola, Florida

1992-94

GERALD CHAMPION MEMORIAL HOSPITAL

Alamogordo, New Mexico

CLINICAL RESEARCH

(REACT / 2 DIABETES) Rosiglitazone Evaluation: Advancing current treatment of 1999 Type 2 diabetes

(MICCAT) Micardis Community Access Trial

(TREAT) An eight week study of the effect of TEVETEN tablet on blood press in hypertensive patients

(CFO) Clpro focus on urology trial



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6922 County Administrator's Report 9. 1.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Orders in Excess

of \$50,000

From: Pat Johnson Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of \$50,000, for the Solid Waste Management Department - Patrick T. Johnson, Solid Waste Management Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014-2015, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Solid Waste Management Department.

BACKGROUND:

The issuance of these purchase orders during the first week in October 2014, is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners, to the citizens of Escambia County.

BUDGETARY IMPACT:

Funding for the listed purchase orders is available in various accounts.

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:

The Solid Waste Management Department has coordinated with the Office of Management and Budget, and will work with Purchasing Division staff to prepare purchase orders as needed.

Attachments

FY 2014_15 POs Over \$50K FY 2014_15 Spreadsheet Backup

SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER FISCAL YEAR 2014-2015

<u>Ver</u>	ndor/Contractor	Amount	Contract #
1.	Allied Waste Services of NA Vendor Number: 010420 Roll-Off Container Hauling Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station)	\$ 50,000	PD 12-13.011
2.	Blue Arbor Staffing & Employee Screening, Inc. Vendor Number: 200955 Employment Services, Term Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations)	\$ 250,000	PD 11-12.035
3.	Bridgestone Americas, Inc. d/b/a GCR Tire Center Vendor Number: 025944 Repairs and Maintenance Fund: 401 Cost Center: 230301 (Administration) Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230314 (Operations	\$ 165,000	FL Sheriffs Assoc. 14/15-06-0131
4.	General Drainage and Paving Agreement Paving and Drainage Projects Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$ 1,200,000	PD 10-11.065
	 a. Panhandle Grading & Paving, Inc b. Roads, Inc. of NWF c. APAC d. Utility Services, Inc. e. Gulf Atlantic f. Heaton Brothers 	\$400,000 \$400,000 \$100,000 \$100,000 \$100,000	Vendor No. 160114 Vendor No. 182328 Vendor No. 013641 Vendor No. 211593 Vendor No. 843895 Vendor No. 081314

SOLID WASTE DEPARTMENT PURCHASE ORDERS \$50,000 AND OVER FISCAL YEAR 2014-2015

<u>Ver</u>	ndor/Contractor	Amount	Contract #
5.	LFG Technologies, Inc. Vendor Number: 120081 Other Contractual Services and Repairs and Maintenance For Gas to Energy System Fund: 401 Cost Center: 230308 (Gas to Energy)	\$ 100,000	PD 07-08.111 5 YR Operations & Maintenance Agreement Extended by BCC 5-15-14
6.	R.K. Allen Oil Company, Inc. Vendor Number: 011470 Lubrication Products, Anti-freeze And Brake Fluid Fund: 401 Cost Center: 230314 (Operations)	\$ 50,000	PD 10-11.042
7.	Road Materials Pricing Agreement Asphalt & Concrete Fund: 401 Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)		PD 13-14.006
	a. Panhandle Grading & Paving, Incb. Roads, Inc. of NWFc. McDirt Industries, Inc.d. Midsouth Paving	\$100,000 \$100,000 \$100,000 \$100,000	Vendor No. 160114 Vendor No. 182328 Vendor No. 131951 Vendor No. 133305
8.	Southern Haulers, LLC. Vendor: 194127 Waste Hauling Fund: 401 Cost Center: 230307 (Transfer Station)	\$ 100,000	PD 13-14.041
9.	Thompson Tractor Vendor Number: 201640 Repairs and Maintenance/Rentals/Rebuilds Fund: 401 Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Field)	\$380,000	Original Equipment Manufacturer

Solid Waste Department Purchase Orders \$50,000 and Over Fiscal Year 2014-2015

Vendor	Contract	Description of Services	Dates of Prior Board Approvals	Notes
1 Allied Waste Services of NA	PD 12-13.011	Roll-Off Container Hauling	October 3, 2013	Contract BCC Approved 2-7-13
				Original contract was to TESI; name
			October 4, 2012	changed to Blue Arbor 7-8-13. BCC
2 Blue Arbor Staffing	PD 11-12.035	Term Employment Services	October 3, 2013	approved 2-18-14
				Contract effective 3-1-13 thru 2-28-15
3 Bridgestone Americas, Inc.	FL Sheriff's	Tire Purchase and Repairs	October 3, 2013	Use of vendor based on price comparison
				within contract and quality of service.
				Vendor(s) have indicated tires purchased
				from contract are < tires not purchased
	14/15-06-0131			from contract.
			October 6,2011	
			October 3, 2013	BCC Approved final 12-month extension
4 General Drainage & Paving	PD 10-11.065	Drainage & Paving Work	February 7, 2013	on 9-25-14
			March 4, 2010	
			November 18, 2010	
5 LFG Technologies, Inc.	O&M Agreement	Operations/Maintenance	October 6, 2011	Original 5-yr agreement expired Jul 14
	based on PD 07-08.111	and Repairs of Landfill Gas to	October 4, 2012	and was extended with BCC approval
	Contract with Gulf Power	Energy System	October 3, 2013	on 5-15-14
C. D.K. Allon Oil Company Inc.	PD 13-14.053	Lubrication Draducts Antifrage	New Contract	Indefinite Delivery Contract awarded
6 R.K. Allen Oil Company, Inc.	PD 15-14.033	Lubrication Products, Antifreeze & Brake Fluid	New Contract	Indefinite Delivery Contract awarded
		& Blake Fluid		BCC Approved 6-26-14 Indefinite Delivery Contract awarded
7 Road Materials Pricing Agree	PD 13-14.006	Ashphalt & Concrete	New Contract	BCC Approved 1-2-14
7 Road Waterials Pricing Agree	FD 13-14.000	Palafox Transfer Station	New Contract	Contract Awarded & Approved by BCC
8 Southern Haulers, LLC	PD 13-14.041	Waste Hauling	New Contract	on 5-15-14
5 Journal Hadiers, LLC	FD 13-14.041	Repair, Maintenance and	October 6, 2011	Original Equipment Manufacturer
9 Thompson Tractor	Original Equipment	' '	October 4, 2012	
9 Thompson Tractor	Original Equipment Manufacturer	Rentals of CAT Equipment	,	for Caterpillar Heavy Equipment fleet at Solid Waste Facilities
	ivianuracturer		October 3, 2013	at Solid waste Facilities



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6080 County Administrator's Report 9. 2. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Non-Exclusive Long Term Franchise Agreement for the Collection of

Commercial Solid Waste

From: Pat Johnson, Department Director

Organization: Solid Waste

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste:

A. Approve the renewal of the form of the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste, for the period effective January 1, 2015, to December 31, 2017, as provided in Section 3, Term of Franchise;

- B. Approve the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA, for the period effective January 1, 2015, to December 31, 2017; and
- C. Authorize the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste Haulers, collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

[Funding: Fund 103, Account 323701, Franchise Fees - Commercial Garbage]

BACKGROUND:

On September 1, 2011, the Board of County Commissioners voted to approve the form of the present Non-Exclusive Franchise Agreement for Hauling of Commercial Solid Waste with existing hauling contractors. The present Agreement will terminate, effective December 31, 2014, unless approved by the Board for renewal as provided in Section 3, Term of Franchise, of the existing Agreement.

BUDGETARY IMPACT:

Fees generated by the Non-Exclusive Long Term Franchise Agreement are allocated by the Solid Waste Management Department to Fund 103, Account (Franchise Fees - Commercial Garbage).

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed by Charles Peppler, Deputy County Attorney for form and accuracy by legal sign off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Non-Exclusive Long Term Franchise Agreement, Section 3, *Term of Franchise*, requires Board action for continuation or termination.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Solid Waste Management will publish and notice affected haulers of the Board's actions. This action has been coordinated with the County Attorney's Office.

Attachments

Franchise Agreement Form 2014
Brd Mins 09_01_2011
Franchise Agreement 09_01_2011
1992 Transfer Agreement

NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR THE COLLECTION OF COMMERCIAL SOLID WASTE

betwee	This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Vaste (Agreement) is made and entered into this day of, 2014, en Escambia County (County) and ractor").
	WHEREAS, Contractor wishes to collect and transport certain types of solid waste that nerated in Escambia County; and
	WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are ned in accordance with all applicable laws and are consistent with the public interest; and
Ordina	WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted nce No. 92-28, which establishes County's procedures for issuing franchises for the on and disposal of solid waste; and
Contra	WHEREAS, on, 2014, the Board approved this Agreement with ctor, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms nditions contained herein;
acknow	NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby wledged, County and Contractor agree to comply with and be bound by the following cons of this Agreement.
	Table of Contents
1.	Definitions
B. C. D. E. F. G. H. I. J. K. L. M. N. O.	Agreement Biomedical Waste Board Bulky Waste Collection Commercial Solid Waste Commercial Solid Waste Collection Service Compactor Construction and Demolition Debris (Cⅅ) Container Contract Contract Contractor Contract Administrator County Customer Designated Facility
Q. R.	Effective Date Franchise Agreement
S	Garbane

- T. Garbage Cart
- U. Hazardous Waste
- V. Industrial Solid Waste
- W. Person
- X. Recovered Materials
- Y. Recyclable Material
- Z. Residential Recyclables
- AA. Residential Solid Waste
- BB. Residential Unit
- CC. Service Area
- DD. Solid Waste
- EE. Special Waste
- FF. Term
- GG. Trash
- HH. Uncontrollable Forces
- II. Yard Waste
- 2. Non-Exclusive Franchise for Commercial Solid Waste
- 3. Term of Franchise
- 4. Minimum Requirements for Collection Service
- 5. Frequency of Service and Size of Containers
- 6. Ownership and Maintenance of Containers
- 7. Contracts with Customers
- 8. Hours of Collection
- 9. Manner of Collection
- 10. Contractor's Personnel
- 11. Collection Equipment
- 12. Contractor's Local Office
- 13. Complaints
- 14. Notices to Customers
- 15. Yard Waste
- 16. Spillage
- 17. Use of Designated Solid Waste Management Facilities
- 18. Franchise Fees

- 19. Changes in the Amount of Franchise Fees
- 20. Payment of Franchise Fees and Statement of Compliance
- 21. Audited Financial Report and Right of Inspection and Audit
- 22. Tipping Fees
- 23. Changes in the Amount of Tipping Fee
- 24. Calculation of Tonnage
- 25. Failure to Deliver Commercial Solid Waste to Designated Facility
- 26. Permits and Licenses
- 27. Insurance
- 28. Indemnification
- 29. Contractor's Records
- 30. Point of Contact
- 31. Notices
- 32. Annual Certification of Compliance
- 33. Uncontrollable Circumstances
- 34. Administrative Charges
- 35. Default by Contractor
- 36. Default by County
- 37. Remedies
- 38. Survivability
- 39. Waiver of Performance
- 40. Title to Waste
- 41. Assignment or Transfer
- 42. Governing Law and Venue
- 43. Severability
- 44. Independent Contractor

- 45. Personal Liability
- 46. Sovereign Immunity
- 47. Interpretation of Agreement
- 48. Third-Party Beneficiaries
- 49. Waiver of Claims
- 50. Equal Protection for Contractor
- 51. Merger Clause
- 1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. Agreement shall mean this written contract between Escambia County and Contractor.
- B. Biomedical Waste shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Board shall mean the Board of County Commissioners of Escambia County, Florida.
- D. Bulky Waste shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- **E.** Collection shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. Commercial Solid Waste shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD) shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor shall mean _____ and its successors and assigns.
- M. Contract Administrator shall mean County Administrator or his or her designee.
- N. County shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

- attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.
- T. Garbage Cart shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. Hazardous Waste shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. Industrial Solid Waste shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- W. Person shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. Recyclable Material shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. Residential Recyclables shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- AA. Residential Solid Waste shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- **BB.** Residential Unit shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- CC. Service Area shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- DD. Solid Waste shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- **FF.** Term shall mean the period of time when this Agreement is in effect.
- GG. Trash shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2015, or the Effective Date, whichever is later, and shall expire on December 31, 2017, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2017), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$_____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

 $CC \times FF \times NC = Amount Due to County$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Sold Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

i, the undersigned, confirm that		
	(Company Name)	
The information supplied herein tonnage and fees is accurate, tr	vith the requirements of this Agreement. herein for the reporting of Franchise ate, true and complete, and the funds aum due under this Agreement for the	
Reporting Month and Year:	Company Name:	
Authorized Signature:	Telephone No.:	
Printed Name:	Title:	
Date:		

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's Contracts with its Customers, and shall be allowed to communicate directly with Contractor's

Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$45.06 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$53.93 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board. During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD) is the amount of Commercial Solid Waste that Contractor delivered to the

Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful

misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

Escambia County Solid Waste Management Attention: Contract Administrator 13009 Beulah Road Cantonment, FL 32533-8831

> Copy to: County Attorney 221 Palafox Place Pensacola, FL 32502

	As to Contractor:	
_		
_	(address)	

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on

file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
 - 1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 - 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 - 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 - 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 - 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 - 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 - 7. Failure to display Contractor's name on Contractor's vehicles, as required in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;
 - 8. Failure to respond to Customer calls or complaints in a timely manner, as

required in Section 13 of this Agreement.

- B. The administrative charge shall be \$1,000 for each of the following events:
 - 1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
 - 2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

- A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or
- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or

- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County

defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.

- B. County will be in default, and Contractor may terminate this Agreement after providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.
- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to

comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions

contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- Α. During the Term of this Agreement, Contractor shall be entitled to collect Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR	ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
BY:	BY: Jack R. Brown, County Administrator
As the Duly Authorized Representative of Contractor	of Jack R. Brown, County Administrator
(Print or Type Name)	Date:
Title	Witness
Date:	Witness
STATE OF	
On this day of	, 2014, personally appeared before me,
whose identity evidence to be the person whose name is acknowledged that he/she executed inst Witness my hand and official seal.	y was proven to me on the basis of satisfactory is subscribed to this instrument, and
	Notary Public Signature
(Notary Seal)	Commission Expires

This document approved as to form

and legal sufficiency

Title

Date

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-14. Approval of Various Consent Agenda Items Continued
 - 7. Taking the following action concerning supplemental State of Florida, Department of Community Affairs (DCA), Community Development Block Grant (CDBG), Disaster Recovery Enhancement Funds (DREF) Grant funding for the Lakewood Sanitary Sewer Improvements Project (Funding: Fund 110/CDBG Disaster Recovery Grant, Cost Center 220436, and Fund 124/Affordable Housing, Cost Center 220442):
 - A. Approving Amendment #1 to the Interlocal Agreement for CDBG Disaster Grant (2008 Storms) with Emerald Coast Utilities Authority to incorporate DREF funding of \$492,506 (increasing the total Grant funding from \$3,200,000 to \$3,692,506), for the ongoing construction of sanitary sewer improvements in the Lakewood Subdivision located within the Barrancas Community Redevelopment Area; and
 - B. Authorizing the Chairman or Vice Chairman to execute the Amendment and all related documents as required to implement the Project.
 - 8. Taking the following action concerning an *Application for Certificate of Need* and notification of "DBA" name change for Progressive Environmental Services, Inc., formerly operating as Eagle-SWS, and now operating as SWS Environmental Services (Fund 401, Solid Waste, Account No. 343402):
 - A. Approving the *Application for Certificate of Need* permitting Progressive Environmental Services, Inc., to operate in Escambia County, d/b/a SWS Environmental Services; and
 - B. Authorizing the Chairman to sign the Certificate.
 - 9. Taking the following action concerning the *Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste* (Fund 103, Account 323701 [Franchise Fees Commercial Garbage]):
 - A. Approving (the form of) the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste;

(Continued on Page 28)

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-14. Approval of Various Consent Agenda Items Continued
 - 9. Continued...
 - B. Approving the collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of solid waste on Santa Rosa Island, pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA; and
 - C. Authorizing the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste with current Board-approved Commercial Solid Waste haulers collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.
 - 10. See Page 29.
 - 11. See Page 30.
 - 12. See Page 31.
 - 13. See Page 32.
 - 14. Taking the following action regarding an amended Interlocal Agreement with the Town of Century (funding for all related zoning cases will be provided by the Town of Century; all other costs associated with Environmental Enforcement services will continue to be provided from Cost Center 220488, Community Development Block Grant):
 - A. Approving an amended Interlocal Agreement between Escambia County, Florida, and the Town of Century, Florida, for the provision of Code Enforcement services in connection with the abatement of neighborhood nuisances within the corporate limits of the Town of Century; and
 - B. Authorizing the Chairman to sign the amended Interlocal Agreement.

Date: 9/7/2011 Verified By: Harun (Form of Agreement Only)

S.

Garbage

NON-EXCLUSIVE LONG TERM FRANCHISE AGREEMENT FOR THE COLLECTION OF COMMERCIAL SOLID WASTE

Solid Wa	This Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial aste (Agreement) is made and entered into this day of, 20, Escambia County (County) and ctor").
	WHEREAS, Contractor wishes to collect and transport certain types of solid waste that erated in Escambia County; and
	WHEREAS, County wishes to ensure that Contractor's activities in Escambia County are ed in accordance with all applicable laws and are consistent with the public interest; and
Ordinand	WHEREAS, on August 4, 1992, the Board of County Commissioners (Board) adopted ce No. 92-28, which establishes County's procedures for issuing franchises for the n and disposal of solid waste; and
	VHEREAS, on, 20, the Board approved this Agreement with or, in accordance with the provisions of Ordinance No. 92-28, and subject to the terms ditions contained herein;
other go	IOW, THEREFORE, in consideration of the mutual covenants contained herein and od and valuable consideration, the receipt and sufficiency of which are hereby edged, County and Contractor agree to comply with and be bound by the following as of this Agreement.
1. [Table of Contents Definitions
B. C. E. C.	Agreement Biomedical Waste Board Bulky Waste Collection Commercial Solid Waste Commercial Solid Waste Collection Service Compactor Construction and Demolition Debris (Cⅅ) Container Contract Contract Contract Administrator County Customer Designated Facility Effective Date Franchise Agreement

- T. Garbage Cart
- U. Hazardous Waste
- V. Industrial Solid Waste
- W. Person
- X. Recovered Materials
- Y. Recyclable Material
- Z. Residential Recyclables
- AA. Residential Solid Waste
- BB. Residential Unit
- CC. Service Area
- DD. Solid Waste
- EE. Special Waste
- FF. Term
- GG. Trash
- HH. Uncontrollable Forces
- II. Yard Waste
- 2. Non-Exclusive Franchise for Commercial Solid Waste
- 3. Term of Franchise
- 4. Minimum Requirements for Collection Service
- 5. Frequency of Service and Size of Containers
- 6. Ownership and Maintenance of Containers
- 7. Contracts with Customers
- 8. Hours of Collection
- 9. Manner of Collection
- 10. Contractor's Personnel
- 11. Collection Equipment
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- 13. Complaints
- 14. Notices to Customers
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- 16. Spillage
- 17. Use of Designated Solid Waste Management Facilities
- 18. Franchise Fees

- 19. Changes in the Amount of Franchise Fees
- 20. Payment of Franchise Fees and Statement of Compliance
- 21. Audited Financial Report and Right of Inspection and Audit
- 22. Tipping Fees
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- 24. Calculation of Tonnage
- 25. Failure to Deliver Commercial Solid Waste to Designated Facility
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- 49. Waiver of Claims
- 50. Equal Protection for Contractor
- 51. Merger Clause
- 1. **DEFINITIONS**

The words used in this Agreement shall have the meanings set forth in the following definitions. If a definition in this Agreement conflicts with a definition contained in any federal, state or local law, the definition contained herein shall prevail when interpreting the terms of this Agreement. However, nothing contained in this Agreement shall be interpreted to require Contractor or County to undertake any conduct that is contrary to federal, state or local law.

- A. Agreement shall mean this written contract between Escambia County and Contractor.
- B. Biomedical Waste shall mean any Solid Waste or liquid waste which may present a threat of infection to humans. Biomedical Waste includes those wastes which may cause disease or harbor pathogenic organisms, including but not limited to wastes from human and veterinary clinics and hospitals, such as tissue, blood, discarded bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Board shall mean the Board of County Commissioners of Escambia County, Florida.
- D. Bulky Waste shall mean any non-vegetative item whose large size or weight precludes or complicates their handling by normal methods. Bulky Waste includes but is not limited to furniture, bicycles, inoperative and discarded refrigerators, ranges, toilets, water softeners, washers, dryers, bath tubs, water heaters, sinks, and other large appliances.
- **E. Collection** shall mean the process whereby Solid Waste is removed from the location where it is generated and then transported to a Designated Facility.
- F. Commercial Solid Waste shall mean any Garbage, Bulky Waste, Trash or Yard Waste that is not Residential Solid Waste. Commercial Solid Waste includes the Garbage, Bulky Waste, Trash, and Yard Waste generated by or at: (i) commercial businesses, including stores, offices, restaurants, and warehouses; (ii) governmental and institutional office buildings; (iii) agricultural operations; (iv) industrial and manufacturing facilities; (v) hotels, motels, condominiums, apartments and other buildings and parcels of property that have six (6) or more

RCC

Residential Units; and (vi) other sites that do not generate Residential Solid Waste.

- G. Commercial Solid Waste Collection Service shall mean the Collection of Commercial Solid Waste within the Service Area.
- H. Compactor shall mean any Container which has a compaction mechanism, whether stationary or mobile.
- I. Construction and Demolition Debris (C&DD) shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a project.
- J. Container shall mean any roll-on/roll-off box that is used to collect Solid Waste, and any dumpster or other similar Solid Waste receptacle that is designed or intended to be mechanically dumped into a loader-packer type truck.
- K. Contract shall mean the written agreement between Contractor and a Customer that describes the terms and conditions under which Contractor shall provide Commercial Solid Waste Collection Service.
- L. Contractor shall mean _____ and its successors and assigns.
- M. Contract Administrator shall mean County Administrator or his or her designee.
- N. County shall mean Escambia County, a political subdivision of the State of Florida.
- O. Customer shall mean a Person that obtains Commercial Solid Waste Collection Service from Contractor.
- P. Designated Facility shall mean a facility designated in writing by County for the processing or disposal of the Solid Waste delivered by Contractor in accordance with this Agreement.
- Q. Effective Date shall mean the date when this Agreement is signed by a duly authorized County representative.
- R. Franchise Agreement shall mean a non-exclusive long term franchise agreement from County for the collection of Commercial Solid Waste in the Service Area. To satisfy this definition, a Franchise Agreement must have a minimum term greater than one year and must require the franchisee to deliver Commercial Solid Waste to the Designated Facility.
- S. Garbage shall mean all putrescible waste, including but not limited to kitchen and table food waste, as well as animal, vegetative, and organic waste that is

- attendant with or results from the storage, preparation, cooking or handling of food materials. Garbage shall not include any material that is Special Waste.
- T. Garbage Cart shall mean any commonly available Solid Waste receptacle, made of light gauge steel, plastic, or other non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s), and having a capacity of at least 64 gallons.
- U. Hazardous Waste shall mean any Solid Waste that is regulated by the Florida Department of Environmental Regulation as a hazardous waste pursuant to Chapter 62-730, Florida Administrative Code, or any other material regulated as a hazardous waste pursuant to any applicable local, state or federal law.
- V. Industrial Solid Waste shall mean any Solid Waste that is generated by manufacturing or industrial processes and is not a Hazardous Waste. Industrial Solid Waste may include, but is not limited to waste materials resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- **W.** Person shall mean any and all persons, natural or artificial, including any individual, firm, corporation, partnership, association, municipality, county, authority, or other entity, however organized.
- X. Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials are not Solid Waste.
- Y. Recyclable Material shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste.
- Z. Residential Recyclables shall mean Recyclable Material: (i) originating from residential property occupied by five (5) or fewer Residential Units per parcel of property; or (ii) contained in or mixed with Residential Solid Waste.
- **AA.** Residential Solid Waste shall mean all Solid Waste originating from residential property occupied by five (5) or fewer Residential Units per parcel of land.
- **BB.** Residential Unit shall mean any type of structure or building unit intended for or capable of being utilized for residential living, including but not limited to a home, duplex, apartment, and condominium.

- **CC. Service Area** shall mean all of the unincorporated areas of Escambia County, except those areas located on Santa Rosa Island.
- **DD. Solid Waste** shall mean sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- EE. Special Waste shall mean Solid Waste that requires special handling and management, including but not limited to waste tires, used oil, lead acid batteries, C&D, ash residue, yard trash, Biomedical Waste, Industrial Solid Waste, biological waste, automobiles, boats, internal combustion engines, sludge, dead animals, septic tank waste, liquid waste, and Hazardous Waste.
- **FF. Term** shall mean the period of time when this Agreement is in effect.
- **GG.** Trash shall mean all accumulations of refuse, paper, paper boxes and containers, rags, sweepings, all other accumulations of a similar nature, and broken toys, tools, equipment and utensils. Trash does not include Garbage or Yard Waste.
- HH. Uncontrollable Forces shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. Uncontrollable Forces include but are not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- II. Yard Waste shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to grass clippings, palm fronds, tree branches and other similar matter.

2. NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL SOLID WASTE

Subject to the conditions and limitations contained in this Agreement, County hereby grants a non-exclusive franchise to Contractor for the Collection of Commercial Solid Waste in the Service Area. The Contractor shall be solely responsible for the billing and collection of its fees for any Commercial Solid Waste Collection Service that it provides.

This Agreement does not grant any rights that are not expressly identified and conveyed by the specific terms of this Agreement. Among other things, this Agreement does not authorize Contractor to collect or process Residential Solid Waste or Residential Recyclables in the Service Area. This Agreement does not authorize Contractor to collect or process any type of Solid Waste in the incorporated areas of County. This Agreement does not apply to the collection or processing of C&DD.

BCC

3. TERM OF FRANCHISE

This Agreement shall begin on January 1, 2012, or the Effective Date, whichever is later, and shall expire on December 31, 2014, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement. With the consent of the Board of Commissioners, this Agreement may be renewed for an additional Term of two (2) years.

Before the end of the Term (i.e., on or before December 31, 2014), the Board shall hold a duly noticed public meeting to determine whether County should consent to an additional two year term. This Agreement shall terminate automatically unless the Board votes to approve an additional two year term, at a duly noticed public meeting held prior to the end of the initial Term.

4. MINIMUM REQUIREMENTS FOR COLLECTION SERVICE

This Agreement establishes the minimum requirements for any Commercial Solid Waste Collection Service provided by Contractor in the Service Area. Any such service shall be consistent and in compliance with the requirements in this Agreement and with all applicable local, state and federal laws.

5. FREQUENCY OF SERVICE AND SIZE OF CONTAINERS

Commercial Solid Waste Collection Services shall be provided by Contractor in a manner which ensures that a public nuisance shall not be created and the public health, safety and welfare are protected.

Subject to the other provisions of this Agreement, the size of the Container and the frequency of Collection provided by Contractor shall be determined by the Customer and Contractor. The Contractor shall assist County in ensuring that the size of the Container and the frequency of the Collection service are sufficient so that Commercial Solid Waste is not placed or stored outside the Container.

Commercial Solid Waste Collection Service shall be provided on a regular basis. At a minimum, service shall be provided at least once per week to: all Customers that operate a restaurant, grocery store, or convenience store; all Customers that sell food or generate food wastes; and all Customers that generate Garbage.

The Contractor shall use mechanical Containers when providing Commercial Solid Waste Collection Service. However, Contractor may use Garbage Carts in those cases where a Customer generates less than one (1) cubic yard per week of Solid Waste or the Customer requests the use of Garbage Carts.

Notwithstanding anything else contained in this Agreement, the Contract Administrator may require the use of a larger Container or more frequent Collection service, or may prohibit the use of a Garbage Cart, or may require similar actions, when the Contract Administrator reasonably determines that such action is necessary to satisfy the requirements of this Agreement or protect the public health, safety or welfare.

6. OWNERSHIP AND MAINTENANCE OF CONTAINERS

The Contractor shall provide Containers or a Garbage Cart to a Customer. At its option, however, the Customer may use its own Compactor. In either case, the owner of the equipment shall be solely responsible for its maintenance.

Each Container or Garbage Cart provided by Contractor must be in good condition and properly maintained. Each Container provided by Contractor shall be labeled with Contractor's name and telephone number in letters and numbers that are plainly visible and at least one (1) inch in size.

The Contractor shall display individual container numbers for all open top and closed containers utilized for the transportation of commercial solid waste. Numbers should be displayed on both sides of the container, in colors which contrast with that of the container, such numbers to be clearly legible and not less than six inches high.

The Contractor shall display individual vehicle numbers for all motor vehicles operating under this Agreement for the transportation of commercial solid waste. Numbers should be displayed on both sides of vehicle, in colors which contrast with that of the vehicle, such numbers to be clearly legible and not less than six inches high.

Any Container or Garbage Cart damaged by Contractor shall be repaired or replaced by Contractor within five (5) business days, at no cost to the Customer. The replacement must be similar to the original in style, material, quality, capacity and must display the lettering and numbers described above.

7. CONTRACTS WITH CUSTOMERS

The Contractor shall not provide Commercial Solid Waste Collection Service to a Person in the Service Area unless Contractor has executed a written Contract for such service. Each Contract shall identify the terms and conditions governing the service to be provided by Contractor. At a minimum, the Contract shall identify: the frequency of Collection; the size and number of Containers, Compactors and Garbage Carts (if any) that will be provided by Contractor; the fees that will be charged by Contractor for its services; and the manner by which fees will be collected. All new Contracts and Contract renewals executed after the Effective Date shall expressly and separately identify the amount of any franchise fee, tipping fee, or other County fee that will be collected from the Customer. The terms and conditions of each Contract shall be consistent and in compliance with the provisions of this Agreement. The term of the Contract shall not extend beyond the Term of this Agreement, unless the Contract expressly identifies the date on which this Agreement will terminate and states that Contractor's right to provide Commercial Solid Waste Collection Service in the Service Area in the future is contingent upon County's renewal of this Agreement.

Notwithstanding anything else contained herein, Contractor does not need to execute new or amended Contracts if the Board changes the amount of County's franchise fee, tipping fee, or other fee.

8. HOURS OF COLLECTION

Subject to the provisions of this Agreement, Commercial Solid Waste Collection Service may be provided at any time. However, collection sites located within 150 yards of a residence shall be

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collected only between the hours of 5:00 a.m. and 6:00 p.m., Monday through Saturday. The hours of collection at such sites may be extended due to extraordinary circumstances, provided Contractor receives the prior written consent of the Contract Administrator.

9. MANNER OF COLLECTION

All Containers and Garbage Carts shall be kept in a safe, accessible location agreed upon by Contractor and the Customer. The Contractor shall collect the Solid Waste in the Container or Garbage Cart with as little disturbance as possible and shall leave the Container or Garbage Cart at the same place where it was originally located.

10. CONTRACTOR'S PERSONNEL

The Contractor shall assign a qualified person to supervise and be responsible for Contractor's operations within the Service Area.

At least seven (7) days before commencing work under this Agreement, Contractor shall provide the Contract Administrator with a written list containing the name of Contractor's supervisor, the names of other key personnel, the telephone numbers for the supervisor and other key personnel, and the telephone numbers that are to be used to reach Contractor in the event of an emergency. Contractor shall promptly revise and resubmit this list to the Contract Administrator whenever any of the information in the list is outdated. A current list also shall be submitted to the Contract Administrator on or before January 30th of each year during the Term of this Agreement.

When collecting or transporting Solid Waste in the Service Area, Contractor's employees shall wear a uniform or shirt bearing Contractor's name.

When collecting or transporting Solid Waste in the Service Area, Contractor's drivers shall at all times carry a valid Commercial Drivers License for the type of vehicle that is being driven.

All of Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them. Contractor shall provide routine training in operating and safety procedures for all of Contractor's employees that are directly involved with the Collection or processing of Solid Waste in the Service Area.

Contractor's employees shall treat the public, County's staff, and all Customers in a polite and courteous manner.

11. COLLECTION EQUIPMENT

All motor vehicles, Containers, and other Solid Waste collection equipment used by Contractor shall meet industry standards and shall be maintained in a good, clean, and safe operating condition at all times.

At all times Contractor shall have equipment available to ensure that Contractor can adequately and efficiently perform the duties specified in this Agreement. Contractor shall have available reserve equipment which can be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment being replaced.

The Contractor's name shall be prominently displayed on all of the Solid Waste collection vehicles and containers owned by Contractor in the Service Area.

12. CONTRACTOR'S LOCAL OFFICE

Contractor shall maintain an office in Escambia County with at least two local telephone numbers or, in the alternative, Contractor shall maintain at least two toll free telephone numbers that can be called from Escambia County. In either case, Contractor's telephone lines shall be manned at least during normal business hours, 8:00 a.m. to 5:00 p.m. (Central Standard Time), Monday through Friday, except holidays. The Contractor shall use an answering service, answering machine or email to receive customer requests, questions, and complaints during all times when the telephones are not manned by Contractor's employees. Should Contractor use email to receive customer requests, questions and complaints, Contractor shall utilize software which notifies customers of the receipt of any email.

13. COMPLAINTS

The Contractor shall respond to all requests, questions, and complaints from Customers or County within twenty-four (24) hours or the next working day, whichever is later.

The Contractor shall provide, at the Contract Administrator's request, a full written description of any complaint, and the disposition of any complaint, involving a claim of personal injury or damages to any private or public property as a result of Contractor's actions in the incorporated or unincorporated areas of Escambia County.

14. NOTICES TO CUSTOMERS

On or before January 15th of each year during the Term of this Agreement, or within 15 days of execution of this agreement by Contract Administrator, Contractor shall provide each Customer with a notice that contains the following language:

REGULATION BY ESCAMBIA COUNTY

Escambia County regulates those companies (Contractors) that collect and dispose of commercial solid waste in the unincorporated County. The terms and conditions of your commercial solid waste collection contract with a Contractor are subject to County's regulations. If you have any questions regarding the terms and conditions of your contract, you may call County's Contract Administrator Patrick T. Johnson, at (850) 937.2160 or submit an email to him at _______.

RATES FOR SERVICES

At least once each month, we, the Contractor, must provide you with a written billing statement that identifies all of the rates and fees that you must pay for the solid waste services you receive. The bill must identify any fees that Contractor is charging for special services. The bill also must identify any charges that are based on County's solid waste tipping fee or franchise fee.

If County reduced the franchise fee paid by Contractor, and the reduction occurred after Contractor distributed its last notice to its Customers pursuant to this section of this Agreement, then Contractor shall include the following language in the next notice that Contractor provides to its Customers:

REDUCTIONS IN SOLID WASTE FEES

Escambia County reduced the amount of County's solid waste franchise fee from \$____ [insert old rate] per cubic yard per collection to \$____ [insert new rate], effective _____ [insert date]. We, the Contractor must reduce your bill by an equal amount. Please call County's Contract Administrator if you have any questions about the amount of the fees that you must pay to us, the Contractor.

On or before January 30th of each year during the Term of this Agreement, or within 30 days of execution of the agreement by Contract Administrator, Contractor shall provide the Contract Administrator with: (a) a copy of the notice that was provided to Contractor's Customers; and (b) a written confirmation that timely notice was provided to all of Contractor's Customers, in the manner required by this Agreement.

15. YARD WASTE

Yard Waste shall be collected separately from Commercial Solid Waste. All grass clippings, leaves, pine needles and other loose vegetative materials shall be bagged or containerized. Yard Waste must not be greater than six (6) feet in length, with the exception of palm fronds and Christmas trees, and must not weigh more than 50 pounds per piece.

16. SPILLAGE

Contractor shall not litter or spill Solid Waste in the Service Area. The Contractor shall enclose or cover all Solid Waste that Contractor hauls within the Service Area to ensure that leaking, spilling and blowing of Solid Waste from Contractor's vehicles is prevented. If Contractor's activities cause spillage, leakage, or litter, Contractor shall immediately pick up and process or dispose of the Solid Waste.

17. USE OF DESIGNATED SOLID WASTE MANAGEMENT FACILITIES

If Contractor collects or receives any Commercial Solid Waste that has been generated or produced in the unincorporated areas of Escambia County, including Santa Rosa Island, then Contractor shall deliver that Commercial Solid Waste to the Designated Facility except as otherwise provided in Section 27 of this Agreement. For the purposes of this Agreement, the Designated Facility is County's Perdido Landfill or Palafox Transfer Station.

18. FRANCHISE FEES

Contractor shall pay a franchise fee to County, subject to the provisions of this Agreement. The franchise fee shall be (a) \$0.83 per cubic yard of capacity in a Container or Garbage Cart and (b) \$1.65 per cubic yard of capacity in a Compactor.

Contractor shall not be required to pay a franchise fee (i.e., a per cubic yard rate) that is higher than the rate charged by County to any other Person providing Commercial Solid Waste

Collection Service in the Service Area.

The franchise fee shall be paid for each Container, Garbage Cart and Compactor that is used to collect Commercial Solid Waste in the Service Area. The total amount to be paid by Contractor shall be based on the total number of times that Commercial Solid Waste is collected from each Compactor, Garbage Cart and Container during the relevant billing period. For each Container, Garbage Cart and Compactor, Contractor shall use the following formula to calculate the total amount that must be paid to County:

 $CC \times FF \times NC = Amount Due to County$

In this formula, "CC" is the capacity of the Container, Garbage Cart or Compactor, "FF" is the franchise fee applicable to a cubic yard of Sold Waste collected in the Container, Garbage Cart or Compactor, and "NC" is the number of times that Contractor collected Commercial Solid Waste from the Container, Garbage Cart or Compactor during the relevant billing period.

Subject to the provisions of Section 20 of this Agreement, Contractor shall not be obligated to pay County a franchise fee for the Collection of Commercial Solid Waste from a Customer if Contractor does not receive payment from the Customer for that service.

19. CHANGES IN THE AMOUNT OF FRANCHISE FEES

County may decrease the amount of the franchise fee as often as County chooses, but County shall not increase the franchise fee more than twice per year.

If County decreases the amount of the franchise fee, Contractor shall reduce its charges to its Customers by an equal or greater amount. The reduction in the franchise fee shall be shown in all billing statements that Contractor issues to its Customers after the effective date of the change in the franchise fee, or ninety (90) days after the Board votes to reduce the franchise fee, whichever is later.

If County increases the amount of the franchise fee, Contractor may increase its charges to its Customers by an equal or lesser amount. The increase in the franchise fee shall not be charged to Contractor's Customers, and Contractor shall not be required to pay County for the increase in the franchise fee, until the increase in the franchise fee becomes effective or until ninety (90) days after the Board votes to increase the franchise fee, whichever is later.

20. PAYMENT OF FRANCHISE FEES AND STATEMENT OF COMPLIANCE

The Contractor shall pay the franchise fees to County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when Contractor's service was provided. If Contractor or Contract Administrator subsequently discovers an error in any payment submitted to the Contract Administrator, Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

The following documentation shall accompany all payments in order to correctly calculate the amount of the franchise fee that is due and owing to County:

- The number of Containers, Garbage Carts and Compactors used by Contractor's Customers
- The capacity of each Container, Garbage Cart and Compactor
- The number of times the Solid Waste in each Container, Garbage Cart and Compactor was collected
- The dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.
- A signed Statement of Compliance from Contractor, acknowledging the following:

i, the undersigned, confirm that	
	(Company Name)
is operating in compliance with the The information supplied herein tonnage and fees is accurate, trusubmitted are to pay the sum dupreceding calendar month.	for the reporting of Franchise ue and complete, and the funds
Reporting Month and Year:	Company Name:
Authorized Signature:	Telephone No.:
Printed Name:	Title:
Date:	

21. AUDITED FINANCIAL REPORT AND RIGHT OF INSPECTION AND AUDIT

The Contract Administrator may require Contractor to provide an audited financial report to demonstrate that Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for Contractor pursuant to Section 20.

In the event an audited financial report is required, the audited financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator within 120 days of demand by Contract Administrator unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and County's auditors shall have the right to inspect Contractor's books and records related to Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but County shall provide at least two (2) days advance written notice before County commences an inspection of Contractor's books and records. Among other things, County's auditors shall be allowed to review Contractor's

Contracts with its Customers, and shall be allowed to communicate directly with Contractor's Customers, for the purpose of determining whether Contractor is in compliance with this Agreement. However, County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of Contractor's books and records.

22. TIPPING FEES

Subject to the provisions of this Agreement, Contractor shall pay a tipping fee to County for each ton of Solid Waste that is delivered by Contractor to the Designated Facility.

The tipping fee at the Perdido Landfill is \$40.65 per ton of solid waste. The tipping fee at the Palafox Transfer Station is \$48.65 per ton of solid waste. Tipping fees shall be established by the Board by resolution and are incorporated by reference herein. Tipping fees may increase or decrease pursuant to resolution adopted by the Board.

During the Term of this Agreement, the tipping fee paid by Contractor for the disposal of Commercial Solid Waste at the Designated Facility shall not be greater than the tipping fee paid by any other Person delivering the same type of Solid Waste to the Designated Facility.

23. CHANGES IN THE AMOUNT OF TIPPING FEE

County may reduce the amount of the tipping fee at the Designated Facility at any time, but County shall not increase the amount of the tipping fee more than twice per year.

If County increases the amount of the tipping fee, Contractor shall not be required to pay the increased tipping fee until the increase in the tipping fee becomes effective, or until ninety (90) days after the Board votes to increase the tipping fee, whichever is later.

24. CALCULATION OF TONNAGE

For the purposes of this Agreement, County and Contractor agree to use the following assumptions when calculating tonnages: (a) one cubic yard of uncompacted Commercial Solid Waste weighs 80 pounds; and (b) one cubic yard of compacted Commercial Solid Waste weighs 480 pounds.

25. FAILURE TO DELIVER COMMERCIAL SOLID WASTE TO DESIGNATED FACILITY

In any year during the Term of this Agreement, if Contractor collects or receives Commercial Solid Waste that has been generated or produced in the Service Area, but Contractor fails to deliver all of that Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, then Contractor shall: (a) pay County for the shortfall in tonnage; or (b) deliver an equivalent amount of Commercial Solid Waste to the Designated Facility; or (c) demonstrate that the shortfall in tonnage is the responsibility of another Person, as described in Section 27.C., below.

A. The following formula shall be used to calculate the amount that must be paid to County:

$$(TT - AD) \times TF = AO$$

In this formula, (TT) is the total amount (tonnage) of Commercial Solid Waste that should have been delivered to the Designated Facility during the year, (AD)

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is the amount of Commercial Solid Waste that Contractor delivered to the Designated Facility during the year, (TF) is the average tipping fee that County charged during the year for the disposal of Commercial Solid Waste at the Designated Facility, and (AO) is the amount owing from Contractor to County. The average tipping fee (TF) for the year shall be determined by: (a) identifying the tipping fee for Commercial Solid Waste that was in effect at the Designated Facility on the first day of each month during the preceding calendar year; (b) adding these 12 monthly values; and (c) dividing by 12.

- B. If Contractor elects to deliver an equivalent amount of Commercial Solid Waste, the Commercial Solid Waste shall be collected from the incorporated or unincorporated areas of County. Contractor shall not deliver Solid Waste that has been generated outside of Escambia County to fulfill Contractor's obligations under this Agreement, unless Contractor receives the prior, express written approval of County Administrator.
- C. The Contractor shall not be required to pay for any shortfall in tonnage that results solely because Contractor delivered the Commercial Solid Waste collected within the Service Area to another Person, provided that: (i) such Person has a valid franchise agreement or other valid contract with County at the time when the Commercial Solid Waste is delivered by Contractor and the franchise agreement or contract requires the Person to deliver Contractor's Commercial Solid Waste to the Perdido Landfill; or (ii) County gives its advance written approval to Contractor for the delivery of the Commercial Solid Waste to such Person. If Contractor delivers Commercial Solid Waste to another Person pursuant to subparagraphs (i) or (ii), above, Contractor shall (upon request) provide County with verifiable records identifying the dates and amounts whenever Commercial Solid Waste collected within the Service Area was delivered from Contractor to the other Person.
- D. County may unilaterally revoke the provisions of Section 27.C. of this Agreement if for any reason County is unable to compel the other Person to either deliver an equivalent amount of Commercial Solid Waste to the Designated Facility or pay County in compliance with the requirements of Section 27. Any revocation of Section 27.C. shall not become effective until appropriate notice of the revocation is delivered in writing to Contractor.

26. PERMITS AND LICENSES

At its expense, Contractor shall obtain all permits, licenses and approvals required by law for Contractor's activities under this Agreement. The Contractor shall maintain these permits, licenses and approvals in full force and effect at all times during the Term of this Agreement.

27. INSURANCE

The Contractor shall purchase at its cost and maintain at all times the insurance coverage described in paragraphs A, B and C, below. The Board and County shall by endorsement be additional named insureds under these policies. All liability insurance shall be on the "occurrence form." The insurance coverages and limits required under this Agreement must be evidenced by properly executed certificates of insurance submitted to County at least seven (7) days before Contractor commences work under this Agreement. Current certificates of

insurance evidencing the required coverage must be on file with County at all times.

Updated certificates of insurance must be provided to County on or before the expiration date of each year during the Term of this Agreement. All insurance carriers shall be "A" rated and shall have a financial rating size of "IX" or better, according to the A. M. Best Key Rating Guide. The certificates of insurance must expressly state that County is entitled to receive at least forty-five (45) days advance notice before any cancellation or reduction in insurance coverage takes effect. Umbrella and/or excess liability coverage may be purchased to make up the difference between the primary limit and the required limit. Contractor also may use self-insurance to satisfy part or all of the requirements of this section, if Contractor maintains a qualified self-insurance plan that satisfies the requirements of applicable law.

County's receipt of certificates or other documentation of insurance from Contractor which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements of this Agreement. The Contractor agrees that its obligation to indemnify County pursuant to this Agreement shall not be limited by the type or amount of insurance provided by Contractor pursuant to this Agreement.

- A. Workers' compensation and employer's liability insurance shall be maintained by Contractor in compliance with the laws of the State of Florida at all times during the Term of this Agreement. The employer's liability insurance shall provide coverage in an amount not less than Five Hundred Thousand Dollars (\$500,000) for each person-accident, and Five Hundred Thousand Dollars (\$500,000) for each person-disease, and Five Hundred Thousand Dollars (\$500,000) aggregate.
- B. At all times during the Term of this Agreement, Contractor shall maintain a commercial general liability insurance policy with minimum combined single limits of coverage in the amount of Five Million Dollars (\$5,000,000), including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability, independent contractors, premises/operations, products and completed operations, and fire liability. The coverage for contractual liability must specify that it applies to the indemnification and hold harmless provisions of this Agreement.
- C. Automobile liability insurance shall be maintained by Contractor at all times during the Term of this Agreement with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage, personal injury and death, for all hired, owned, and non-owned vehicles used by Contractor in the incorporated or unincorporated areas of Escambia County.

The insurance requirements under this Agreement may be revised by County, provided that County applies the revised requirements to any other Person that has a non-exclusive franchise from County for the Collection of Commercial Solid Waste. Contractor shall be given at least sixty (60) days to comply with any revised insurance requirements.

28. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold County harmless from any and all liabilities, losses, penalties, costs or damages County may suffer as a result of any claims, suits, demands, or judgments against County arising out of or in any way related to the acts or

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omissions of Contractor under this Agreement. Contractor shall not be required to indemnify or hold County harmless for any act or omission caused solely by the negligent or willful misconduct of County.

29. CONTRACTOR'S RECORDS

The Contractor shall keep and maintain its records concerning the Commercial Solid Waste Collection Service that Contractor provided during the term of this Agreement. The records shall include all of Contractor's Contracts with its Customers.

The records shall be kept in Contractor's office in Escambia County or, if Contractor does not have an office in Escambia County, Contractor shall deliver the records to the Contract Administrator within 10 business days after receiving a written request from the Contract Administrator for such records. The records shall be kept intact and available for inspection during the term of this Agreement and for two years after the termination of this Agreement.

30. POINT OF CONTACT

All discussions, notices, and payments between Contractor and County concerning this Agreement shall be directed by Contractor to the Contract Administrator, as designated in Section 31, except as otherwise provided herein.

31. NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To County:

Escambia County Solid Waste Management Attention: Contract Administrator 13009 Beulah Road Cantonment, FL 32533-8831

> Copy to: County Attorney 221 Palafox Place Pensacola, FL 32502

As to Contractor:		
 	_	
 (address)		

Notices shall be effective when received at the addresses specified above. Changes in these addresses may be made from time to time by written notice.

32. ANNUAL CERTIFICATION OF COMPLIANCE

The Contractor shall prepare, maintain and keep current all of the documents and reports required by this Agreement. On or before January 30th of each year during the Term of this Agreement, Contractor shall certify to County that: (a) all required documents are current and on file, including but not limited to certificates of insurance, drivers licenses, and lists of key personnel and equipment; (b) all franchise fees, tipping fees, and payments pursuant to Sections 18, 22 and 25 of this Agreement have been calculated correctly and paid in full for the prior year; and (c) all notices have been provided in compliance with the requirements in Section 14 of this Agreement.

33. UNCONTROLLABLE CIRCUMSTANCES

Neither County nor Contractor shall be in default of this Agreement if delays in or failure of performance are due to Uncontrollable Forces, the effect of which the non-performing party could not avoid by the exercise of reasonable diligence. Neither party shall, however, be excused from performance if nonperformance is due to forces or events that are preventable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

34. ADMINISTRATIVE CHARGES

Subject to the provisions of this Agreement, County Administrator may collect administrative charges from Contractor.

- A. The administrative charge shall be \$500 per incident for each of the following events:
 - 1. Failure to maintain minimum office hours, as required in Section 12 of this Agreement;
 - 2. Failure to provide properly licensed and qualified equipment operators, as required in Section 10 of this Agreement;
 - 3. Failure to provide documents and reports to County in the manner required in Sections 21 and 32 of this Agreement;
 - 4. Failure to replace a damaged Container or Garbage Cart within five business days after receiving a written request to do so, as required by Section 6 of this Agreement;
 - 5. Failure to pick up or clean up Contractor's spillage of Solid Waste immediately, as required in Section 16 of this Agreement;
 - 6. Failure to cover Solid Waste that is being transported in a collection vehicle, as required in Section 16 of this Agreement;
 - 7. Failure to display Contractor's name on Contractor's vehicles, as required

- in Section 11 of this Agreement, or failure to display Contractor's name and phone number, individual number in the size specified on Containers, or failure to display individual vehicle numbers in the size specified as required in Section 6 of this Agreement;
- 8. Failure to respond to Customer calls or complaints in a timely manner, as required in Section 13 of this Agreement.
- B. The administrative charge shall be \$1,000 for each of the following events:
 - 1. Failure to provide timely public notices pursuant to Section 14 of this Agreement;
 - 2. Failure to adjust a Customer's bill in the manner required by Section 19 of this Agreement.

The administrative charge for subparagraph A., above, is intended to apply only one time to each failure to give notice, even if the failure to give notice involved more than one Customer.

County Administrator shall notify Contractor in writing of any administrative charge that will be assessed against Contractor and the basis for each assessment. If Contractor wishes to contest any administrative charge, Contractor shall have fifteen (15) calendar days after the receipt of County's notice in which to meet with County Administrator and discuss the proposed administrative charge. If Contractor and County Administrator are unable to agree about the proposed administrative charge, Contractor shall submit a written request for a hearing before the Board. Contractor's request shall be delivered to County Administrator within 21 calendar days after Contractor's receipt of County's notice regarding the proposed administrative charge.

If a hearing is requested, County Administrator shall provide Contractor with at least 14 days advance notice of the time, date, and place of the hearing before the Board. At the hearing, the Board shall fully and fairly consider Contractor's objections and defense to the proposed administrative charge. After hearing the information presented by Contractor and County Administrator, the Board shall decide whether, and the extent to which, an administrative charge should be collected from Contractor. The Board's action shall be based on the decision of a majority of those that are in attendance and able to vote, without a conflict of interest.

Unless the proposed administrative charge is dismissed by County Administrator or the Board, Contractor shall pay the administrative charge within thirty (30) days after receipt of the notice from County Administrator or, if the case is heard by the Board, within thirty (30) days after the Board's decision.

35. DEFAULT BY CONTRACTOR

The Board may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the occurrence of any one of the following events:

A. Contractor admits in writing that it is bankrupt, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law, or consents to the appointment of a receiver, trustee or liquidator for all or substantially all of its property; or

- B. Contractor is adjudged bankrupt, or an order is issued approving a petition filed by any one of the creditors or stockholders of Contractor for the reorganization or readjustment of its indebtedness; or
- C. By or pursuant to any legislative act or order of any court, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Contractor; or
- D. Contractor defaults, by failing or refusing to perform or comply with the material terms, conditions or covenants in this Agreement, provided the default is not cured within thirty (30) days of receipt of written notice from County Administrator to do so.

If Contractor fails to deliver all of its Commercial Solid Waste to the Designated Facility, as required by Section 17 of this Agreement, and fails to pay the amounts owing to County in the manner required in Section 25 of this Agreement, County may terminate this Agreement and collect damages from Contractor. For the purposes of this paragraph, County's damages shall include but not be limited to the revenues (e.g., tipping fees and franchise fees) that County would have received from Contractor during the remainder of the Term of this Agreement if Contractor had not defaulted. At a minimum, County's lost revenues for each year remaining under this Agreement shall be deemed to be at least as great as the revenues collected during the year prior to the termination of this Agreement.

If Contractor has frequently, regularly or repetitively defaulted in the performance of any of the material conditions or requirements contained in this Agreement, the Board may in its sole discretion deem Contractor to be a habitual violator, regardless of whether Contractor has corrected each individual condition of default. Under such circumstances, Contractor shall forfeit its right to any grace period to correct or cure future defaults. All of Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. County shall issue a written notice to Contractor that Contractor has been deemed a habitual violator and any single default by Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, County may terminate this Agreement by giving a written notice to Contractor.

In the event of any termination pursuant to the provisions in this section, the termination shall be effective upon the date specified in County's written notice to Contractor. Upon said date, this Agreement shall be deemed immediately terminated and all liability of County under this Agreement to Contractor shall cease. This section creates a supplemental and additional means of terminating this Agreement and shall not be deemed to be in lieu of any other remedy available at law or in equity.

If Contractor fails to comply with the requirements of this Agreement concerning the payment of any franchise fee, tipping fee, administrative charge, or other sum that is due and owing to County, Contractor shall be in default of this Agreement and County may pursue any and all of its remedies against Contractor. In any such case, County shall be entitled to recover: (a) the full amount that is due and owing; (b) interest, which shall accrue at the legal rate established pursuant to Section 55.03, Florida Statutes, beginning from the earliest date allowed by law; (c) all court costs; and (d) all collection costs, including but not limited to the cost of any audits, reports, or investigations, whether conducted by County staff or another Person.

36. DEFAULT BY COUNTY

- A. County shall be in default if County: (a) grants an exclusive franchise for the Collection of Commercial Solid Waste within the Service Area during the Term of this Agreement; or (b) terminates this Agreement without cause. If County defaults in this fashion and fails to cure the default within 30 days after receiving written notice of the default from Contractor, Contractor may terminate this Agreement and recover its damages. For the purposes of this paragraph, Contractor's damages shall include, but not be limited to, the profits that Contractor would have earned during the remainder of the Term of this Agreement if County had not defaulted.
- County will be in default, and Contractor may terminate this Agreement after B. providing notice and 30 days to cure, if County: (a) closes the portion of the Perdido Landfill that is used for the disposal of Garbage (i.e., the area designated by the Florida Department of Environmental Protection as a Class I landfill); (b) allows any Person (other than County) to own or operate the portion of the Perdido Landfill used for the disposal of Garbage; or (c) requires Contractor to use a new Designated Facility (i.e., other than the Perdido Landfill), without obtaining the prior written approval of Contractor. In these circumstances, if Contractor does not terminate this Agreement, Contractor may continue to collect Commercial Solid Waste in the Service Area, subject to the terms and conditions set forth in this Agreement, but Contractor shall not be obligated to deliver the Commercial Solid Waste that it collects to the Designated Facility. If Contractor does not deliver its Solid Waste to the Designated Facility, Contractor shall not be obligated to pay a tipping fee to County for such waste. With regard to the acts of default described in this paragraph, County shall not be liable to Contractor for damages or any other relief, except as provided in this paragraph.
- C. If County charges any Person a tipping fee at the Designated Facility, or a franchise fee for the Collection of Commercial Solid Waste in the Service Area, that is lower than the comparable fee that County charges Contractor under this Agreement, this Agreement shall be amended automatically (without the need for further action by the Board) to authorize Contractor to pay the lower tipping fee or franchise fee. Thereafter, the tipping fees and franchise fees paid by Contractor may be increased only if the increased fees paid by Contractor are no greater than the fees paid by any other Person.

37. REMEDIES

Except with regard to the remedies provided in Section 36.B. of this Agreement, all of the remedies provided in this Agreement shall be deemed cumulative and supplemental to all other remedies available under this Agreement, at law, or in equity. The selection of any remedy under this Agreement shall not be construed or interpreted to be a waiver of any other right or remedy available under this Agreement or at law or in equity.

If it becomes necessary for County or Contractor to file a lawsuit against the other for the purposes of enforcing or interpreting any provision of this Agreement, the prevailing party in such lawsuit shall be entitled to recover their court costs and reasonable attorneys fees.

38. SURVIVABILITY

Any term, condition, covenant or obligation in this Agreement which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

39. WAIVER OF PERFORMANCE

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of County or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of County or Contractor thereafter to enforce same. Nor shall waiver by County or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any subsequent breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement. Any waiver by County must be approved in advance and signed by County Administrator.

40. TITLE TO WASTE

Except as provided in this Section 40, County shall own and hold title to all Commercial Solid Waste and Recyclable Material collected by Contractor in the Service Area pursuant to this Agreement. Contractor shall have no right to take, keep, process, alter, remove or dispose of any such material without the prior written authorization of the Contract Administrator.

The provisions of the preceding paragraph shall not apply to any Commercial Solid Waste: (a) for which Contractor has made complete and timely payments to County in compliance with the requirements of Section 25 of this Agreement; or (b) collected by Contractor after a default by County under Section 36.B.

The Contractor may take, keep, process, alter, and sell Recyclable Material that is collected by Contractor in the Service Area in accordance with the provisions of this Agreement, but only if the Recyclable Material is recycled, and the amount of such Recyclable Material is reported to Contractor Administrator on an annual basis. The preceding sentence does not apply to any material destined for any use that constitutes disposal. Any materials that are not recycled, including any materials that remain after Recyclable Materials are removed from a mixed load of Commercial Solid Waste, are Commercial Solid Waste and shall be delivered to the Designated Facility.

41. ASSIGNMENT OR TRANSFER

No assignment, transfer, sale, or acquisition (collectively referred to in this section as an "assignment") of this Agreement or any right, responsibility or liability occurring under this Agreement shall be made by Contractor without the prior, express written consent of County. Any assignment of this Agreement by Contractor without the express prior written consent of County shall be null and void. Contractor shall retain all liabilities and responsibilities under this Agreement unless an assignment is approved by County Administrator.

County Administrator shall approve an assignment of this Agreement if the assignee: (a) demonstrates that it has the experience, personnel, equipment and financial resources to

BCC

comply with the requirements of this Agreement and any applicable local, state or federal law; and (b) submits a written stipulation to County confirming that the assignee will comply with the requirements of this Agreement and any applicable local, state and federal law.

The provisions of this Section 41 shall not apply, and County's approval shall not be required, if a Person acquires a majority of the stock in Contractor, provided that Contractor continues to comply with all of the provisions of this Agreement and any other applicable local, state or federal law.

No assignment of this Agreement shall be made by County without the prior, express written consent of Contractor.

42. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action to interpret or enforce the Agreement shall be brought and maintained in Escambia County, Florida.

43. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

44. INDEPENDENT CONTRACTOR

When performing any activities required by or related to this Agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of County. Neither Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of County. Contractor shall have no authority to bind County to any agreement or contract.

The Contractor shall be responsible and liable for the acts and omissions of its officers, officials, employees, and agents, including but not limited to subcontractors.

45. PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of County or Contractor.

46. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that County waives its common law sovereign immunity under Section 768.28, Florida Statutes, or any other limitation

on County's liability.

47. INTERPRETATION OF AGREEMENT

County and Contractor acknowledge that they both had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

48. THIRD-PARTY BENEFICIARIES

No provision of this Agreement is intended to create any third-party beneficiaries hereunder or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

49. WAIVER OF CLAIMS

By entering into this Agreement, Contractor waives any and all existing claims and causes of action that it may have against County that are based on, related to, or arising out of County's use of a non-exclusive franchise system, or a Designated Facility, or this Agreement, in the manner provided herein. This waiver includes, but is not limited to, any claims or causes of action under state or federal law, or the United States Constitution, including claims that are based on, related to, or arising out of any allegation that this Agreement constitutes or implements an unlawful form of Solid Waste "flow control." Contractor further agrees that it will not assert any such claims against County during the Term of this Agreement. However, Contractor does not waive its right to pursue claims based on a default or material breach of this Agreement by County.

50. EQUAL PROTECTION FOR CONTRACTOR

- During the Term of this Agreement, Contractor shall be entitled to collect Α. Commercial Solid Waste in the Service Area, subject to the same terms and conditions as any other Person that enters into a Franchise Agreement with County. During the Term of the Agreement, if County enters into a Franchise Agreement that provides rights or remedies to another Person (i.e., other than Contractor) that are different than the ones provided in this Agreement, or if County amends or modifies a Franchise Agreement to provide different rights or remedies to another Person, or if County otherwise allows another Person to collect Commercial Solid Waste in the Service Area pursuant to a Franchise Agreement with terms and conditions that are different than the ones contained in this Agreement, then County shall amend this Agreement, if requested to do so by Contractor, to make the terms and conditions of this Agreement consistent with the other Person's Franchise Agreement. In any such case, Contractor shall be entitled to enjoy the same benefits as the other Person, provided Contractor accepts and complies with the same obligations and responsibilities as the other Person.
- B. County shall enforce the terms and conditions of this Agreement in a manner that is consistent with County's enforcement of any other Franchise Agreement. If County wrongfully fails or refuses to enforce the terms of a Franchise Agreement

as to form

held by another Person (i.e., other than Contractor) for forty-five (45) days after Contractor has delivered written notice to County, then Contractor shall be entitled to operate in the same manner as the other Person, until such time as County enforces its Franchise Agreement against the other Person.

51. MERGER CLAUSE

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

CONTRACTOR Commissioners	Escambia County Board of County
BY: As the Duly Authorized Representative of Contractor	BY: Charles R. "Randy" Oliver, County Administrator
(Print or Type Name)	Date:
Title	Witness
Date:	Witness
STATE OF	
On this day ofwhose identity	, 2011, personally appeared before me, was proven to me on the basis of satisfactory
evidence to be the person whose name is he/she executed instrument.	subscribed to this instrument, and acknowledged that
Witness my hand and official seal.	
	Notary Public Signature
(Notary Seal)	Commission Expires
BBC Approved 09-01-6	This document approved and legal sufficiency

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Date:

2011-000897 BCC Sep. 01, 2011 Page 27 BCC: 09-01-2011



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

Al-1301

County Administrator's Report Item #: 12.9.

Budget & Finance Consent

BCC Regular Meeting Meeting Date: 09/

09/01/2011

Issue:

Non-Exclusive Long Term Franchise Agreement for the Collection of

Commercial Solid Waste

From:

Patrick T. Johnson, Department Director

Organization:

Solid Waste Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste - Patrick T. Johnson, Solid Waste Management Department Director

That the Board take the following action concerning the Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste:

- A. Approve the Non-Exclusive Long Term Franchise Agreement for the collection of commercial solid waste;
- B. Approve the Collection of Franchise Fees from Emerald Coast Utilities Authority (ECUA) for the collection of commercial solid waste on Santa Rosa Island pursuant to Paragraph 8 of the Transfer Agreement of 1992 between Escambia County and ECUA; and
- C. Authorize the County Administrator to sign the Non-Exclusive Long Term Franchise Agreement with current Board-approved Commercial Solid Waste Haulers, collecting commercial solid waste in the unincorporated areas of Escambia County, in accordance with the terms of this Agreement.

[Fund 103, Account 323701 (Franchise Fees – Commercial Garbage)]

BACKGROUND:

On November 19, 2009, the Board of County Commissioners voted in favor of non-renewal of the Non-Exclusive Franchise Agreement for Hauling of Commercial Solid Waste with existing hauling contractors upon expiration of the term of the agreement, December 31, 2010. Non-renewal of the existing agreement allowed for current

BCC: 9-01-2011

RE: Non-Exclusive Long Term Franchise Agreement for the Collection of Commercial Solid Waste

Date: 08-29-2011 Page: 2 of 2

commercial solid waste haulers to continue hauling operations until December 31, 2011. The Solid Waste Management Department agreed to negotiate a new agreement for the Board's approval.

BUDGETARY IMPACT:

Fees generated by the Non-Exclusive Long Term Franchise Agreement are allocated by the Solid Waste Management Department to Fund 103, Account (Franchise Fees – Commercial Garbage)

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed by Charles Peppler, Deputy County Attorney for form and accuracy by legal sign off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Non-Exclusive Long Term Franchise Agreement, Section 3, Term of Franchise, requires Board action for continuation or termination.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Solid Waste Management will publish and notice affected haulers of the Board's actions. This action has been coordinated with the County Attorney's Office.

Attachments

Non-Exclusive Long Term Franchise Agreement

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TRANSFER AGREEMENT

THIS AGREEMENT, made and entered into as of the Add day of September, 1992, by and between ESCAMBIA COUNTY, a political subdivision of the State of Florida (the "County") and THE ESCAMBIA COUNTY UTILITIES AUTHORITY, a local governmental body, corporate and politic ("ECUA"):

WHEREAS ECUA and the County have each determined that it is necessary and appropriate for ECUA to provide, operate and maintain a solid waste collection system to serve the unincorporated portion of Escambia County, Florida; and

WHEREAS the County owns and operates a solid waste collection system serving certain unincorporated areas, including Santa Rosa Island, in Escambia County, Florida, (the "System"); and

WHEREAS the County desires to transfer the System to ECUA and further desires that ECUA assume plenary authority with respect to the collection of residential solid waste within the unincorporated portion of Escambia County, Florida, and the collection of residential and nonresidential solid waste within that portion of Santa Rosa Island situated in Escambia County, Florida ("Santa Rosa Island"); and

WHEREAS ECUA desires to acquire the System and to assume such authority on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and ECUA agree as follows:

1. <u>Definitions</u>. The following terms used in this Agreement shall have the following meanings:

"Mainland" shall mean the unincorporated portion of Escambia County, Florida, excluding Santa Rosa Island.

"Nonresidential solid waste" shall mean all solid waste other than residential solid waste as defined below.

"Residential solid waste" shall mean all solid waste originating from residential property occupied by not more than five (5) residential units per parcel, together with any other solid waste which, as of the date of this Agreement, is not required by County ordinance to be collected in dumpster or roll-on containers.

"Standard fee or fees charged for the disposal of residential or commercial solid waste" shall mean the fee or fees charged by the County to the largest number of landfill users for the diposal of such waste.

- Relinquishment and Assignment of Authority. The County hereby agrees to relinquish and assign to ECUA in perpetuity all power and authority heretofore vested by law in the County pertaining to the collection of residential solid waste on the Mainland and the collection of residential and nonresidential solid waste on Santa Rosa Island, including the power to grant exclusive or nonexclusive franchises for the collection of such waste, and including all powers and rights of the County under any franchise agreements entered into by the County for the collection of residential solid waste on the Mainland. The County further agrees to approve a resolution adopted by ECUA, in substantially the form attached hereto, determining that it is necessary and appropriate for ECUA to provide, operate and maintain a solid waste collection system.
- 3. Retention of Authority to Grant Certain Franchises. The County retains the power and authority to grant such nonexclusive franchises for the collection of nonresidential solid waste on the Mainland as the County may deem appropriate, and the holder of any such franchise shall not be subject to regulation of ECUA.
- 4. Transfer of Assets. The County shall transfer to ECUA all of the assets (excluding cash and accounts receivable, except as specifically provided in this Agreement) of the System, as set forth in Exhibit "A" hereto, free and clear of all encumbrances, and hereby confirms the right of ECUA to use any and all County roads and rights of way for operation by ECUA of a system for the collection of residential solid waste from the Mainland and residential and nonresidential solid waste from Santa Rosa Island.
- Transfer of Personnel. The employees of the System shall be designated by a certificate to be executed jointly by representatives of the County and ECUA, and those employees so designated shall be transferred to ECUA. Such certificate shall specify the names and positions of those full-time employees of the County who will become full-time Civil Service employees of ECUA and those part-time employees of the County who will be utilized by ECUA but will not become Civil Service employees. All transferred employees shall be subject to ECUA policies and procedures and to Civil Service Rules, if applicable, and shall be employed by ECUA for a period of not less than one year after the Transfer Date (as defined below) unless employment is terminated for cause or for resignation, death or disability of the employee. Provided, however, that ECUA shall have no obligation to employ or to retain any persons employed by the County to provide solid waste collection service on Santa Rosa Island whose employment, in the opinion of ECUA, is not necessary to maintain the same level of service on Santa Rosa Island as is being provided by the County as of the date of this Agreement. ECUA shall provide for training transferred full-time employees to operate any new or automated collection methods which ECUA may choose to initiate.

- of the relinquishment and assignment of power and authority for the collection of solid waste and the transfer of assets and personnel to ECUA in accordance with this Agreement shall be on such date, or as soon as practical after such date, as funds become available to ECUA through the issuance of revenue bonds for payment of the consideration hereinafter specified. However, the Transfer Date shall not be earlier than December 15, 1992, nor later than February 1, 1993.
- 7. Consideration. In consideration for the conveyance by the County of the System to ECUA, ECUA shall pay to the County the sum of FOURTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$14,500,000.00). Payment shall be made not later than February 1, 1993.
- 8. Franchise Fee. The County may, in its discretion, impose on ECUA a franchise fee for the collection of solid waste in an amount not to exceed the franchise fee commonly charged by the County to other franchised utilities. Payment shall be made monthly. Any such franchise fee may, in the discretion of ECUA, be shown as a separate line item on customer billing statements. The County shall not impose or attempt to impose upon ECUA any additional fees, taxes or charges relating to the collection of solid waste except as expressly provided by law.
- 9. Assumption of Programs, Activities & Functions. ECUA shall assume all rights and duties of ownership and management of the System as of the Transfer Date. ECUA further agrees to assume and undertake those legal commitments, contracts or other obligations entered into or assumed by the County in connection with the programs, activities or functions transferred which are listed on Exhibit "B" hereto. All such obligations shall be undertaken and performed by ECUA to the same extent as required of the County.
- 10. Accounts Receivable and Payment of Debts. Accounts receivable and debts and claims attributable to the System incurred prior to the Transfer Date shall remain the property or the obligation of the County. All employees transferred to ECUA pursuant to this Agreement shall be paid by the County for all compensation due as employees of the County prior to the Transfer Date. Not later than the date on which ECUA pays to the County the consideration specified in paragraph 7 above the County shall pay to ECUA an amount equal to the cost of sick leave and annual leave accumulated by transferred employees prior to the Transfer Date (a complete list of which shall be provided by the County to ECUA as soon as practical after the Transfer Date) and ECUA agrees to recognize and honor all such accrued sick and annual leave.
- 11. Advance Customer Payments. Within sixty (60) days after the Transfer Date the County shall forward to ECUA all advance

customer payments, prorated to the Transfer Date, received by the County prior to the Transfer Date. All advance customer payments received by the County for service provided on or after the Transfer Date shall be forwarded by the County to ECUA upon receipt.

- 12. Right of First Refusal. In the event ECUA offers the System (as the same may be extended or expanded by ECUA) for sale, the County shall have the first right and option to purchase the System for a price no lower than and on terms no less favorable than those contained in a binding offer made to ECUA by a prospective purchaser, provided that such price and terms are acceptable to ECUA.
- 13. No Competing System. On and after the Transfer Date. ECUA shall have all rights and authority to exercise all powers now vested in the County with respect to the collection of residential solid waste on the Mainland and the collection of residential and nonresidential solid waste on Santa Rosa Island, including the exclusive power to grant, extend or renew franchises and to require change any requirement for mandatory collection residential solid waste, and all such powers heretofore held by the County with respect to the collection of such solid waste are hereby conveyed, assigned and transferred to and may be exercised by ECUA, it being the intent of the parties that on and after the Transfer Date ECUA shall be the governmental entity providing or regulating the collection of residential solid waste on the Mainland and the collection of residential and nonresidential solid The County agrees that it will not waste on Santa Rosa Island. own, operate, permit, franchise, license or approve the ownership or operation by any other entity of any solid waste collection service in competition with ECUA. However, nothing contained in this Agreement shall prohibit the County from making its own provisions for the collection of solid waste from any property owned or facility operated by the County.
- 14. <u>Disposal of Solid Waste</u>. ECUA shall be entitled to dispose of solid waste at the sanitary landfill now operated by the County, or any such landfill which in the future may be operated by the County. The fee to be charged ECUA by the County for the disposal of solid waste shall not exceed the standard fee charged by the County for the disposal of residential and/or commercial solid waste, except for (a) solid waste disposed of by the County at no charge pursuant to that certain Interlocal Agreement by and between the County and the City of Pensacola dated July 19, 1989, a copy of which is attached as Exhibit "C", or (b) residential solid waste collected from any portion of the County in which the collection of residential solid waste by an authorized pick-up and removal service is not mandatory.
- 15. Representations and Warranties of County. The County hereby covenants and agrees never to reconsider, rescind, repeal or

attempt to reconsider, rescind or repeal, or take or attempt to take any action impairing or adversely affecting action heretofore taken by County Ordinance No. 92-33 to require collection by an authorized pick-up and removal service of residential solid waste in the unincorporated portion of Escambia County, Florida, located south of Ten Mile Road and the easterly and westerly extension thereof, as the powers of the County with respect to requiring collection of solid waste are among the powers to be transferred to ECUA pursuant to this Agreement. The County represents and warrants to ECUA that there are no suits, actions or claims nor any inquiries, nor investigations or administrative or arbitration proceedings pending or threatened against the County which in any manner relate to or affect the assets or operations of the System and that to the knowledge of the County there is no basis or grounds for any such suit, action, claim, investigation, inquiry or proceeding, nor any outstanding order, writ, injunction or decree of any court, governmental agency or arbitration tribunal relating to or affecting the assets, business or operations of the System, except that certain litigation concerning franchise areas in the vicinity of Marcus Pointe Subdivision as disclosed by the County to ECUA during negotiations, and the County agrees to indemnify and hold harmless ECUA against any claim for damages with respect thereto. representations and warranties contained herein shall be true and correct as of the Transfer Date, and shall survive the closing of the transaction contemplated by this Agreement.

- 16. Continuity of Operation. The County agrees to permit representatives of ECUA full access to the property and records of the System and to provide to ECUA all records, information and lists which may be of assistance to ECUA in assuming responsibility for ownership and operation of the System, and all such records, information and lists shall be transferred to ECUA. The County information and lists shall be transferred to ECUA. The County shall make no substantial change in the operation of the System or in the number of persons employed in the operation of the System prior to the Transfer Date.
- 17. Evidence of Obligation. Not later than September 30, 1992, ECUA shall execute and deliver to the County a promissory note or similar instrument evidencing the obligation of ECUA to pay to the County the consideration specified in this Agreement, subject to the terms and conditions of and performance by the County of its obligations under this Agreement.
- 18. <u>Successors and Assigns</u>. The terms of this Agreement shall be binding upon and shall inure to the benefit of the County and ECUA and their respective successors and assigns.
- IN WITNESS WHEREOF the parties hereto have caused this Transfer Agreement to be executed and attested in their behalf by the duly authorized officers thereof, and their respective seals to be impressed hereon, all as of the day and year first above

written.

ESCAMBIA COUNTY, FLORIDA, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

BY: W. A. "Buck" Lee, Chairman

ATTEST: Joe A. Flowers, Comptroller

BY: He a Plant

Clerk

ESCAMBIA COUNTY UTILITIES AUTHORITY

Chairman

ATTEST:

BY:

A. E. Van Dever, Jr., Secretary

RWK:skh:09/15/92 ecua\waste.ta



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6933 County Administrator's Report 9. 3.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Approval to Issue Fiscal Year 2014-2015 Purchase Order Totaling

\$50,000 or Greater

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2014-2015 Purchase Orders in Excess of \$50,000, for the Human Resources Department – Thomas G. "Tom" Turner, Human Resources Department Director

That the Board approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, for the Fiscal Year 2014/2015, based upon previously awarded Contract, Contractual Agreements, or annual requirements, as provided, for the Human Resources Department.

BACKGROUND:

The Human Resources Department has five Purchase Orders that during the course of a Fiscal Year, equal or exceed \$50,000 to support the employee benefits. Issuance of these Purchase Orders during October 2014 is essential to ensure continuity of benefits for employees and retirees.

The County bid its dental and life insurance in 2013 and received a 3 year premium guarantee. We are starting our second year of the Contracts with Delta Dental and Cigna Life Insurance Company.

The County bid its health insurance in 2009. We are on our second Accounting and Retention Agreement (Pro-Share Agreement) that will end in December 2015. Our intent is to identify a consultant or broker to conduct an RFP for the health plan and review various funding and benefit designs in early calendar year 2015. The intent is to complete this action for Board consideration as part of the FY16 budgeting process.

The County's employee health clinic Contract was bid in 2010 and was awarded in 2011 to Concentra Medical Center. We are in our fourth year of the Contract and are presently negotiating rates for Calendar Year 2015. This service will be taken to the market in 2015 through an RFP.

BUDGETARY IMPACT:

Funding for the above Purchase Orders is through Fund 501, Worker's Compensation, Health and Life Fund.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64 providing for Board approval of Contracts of \$50,000 or greater.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Human Resources Department will generate a Purchase Order as an instrument for placing orders and making payments to provide services.

The Human Resources Department will coordinate with the Office of Purchasing.

Attachments

Purchase Order \$50,000 Or More for 14-15.

Vendor # 040643 Dental Insurance Cost Center 150109 Claims - \$810,000/Admin \$75,000 Blue Cross Blue Shield of Florida \$21,100,000 PD 08-09.042 Vendor # 023808 Health Insurance Cost Center 150108 Cigna Life Insurance Company \$430,000 PD 12-13.057 Vendor # 121147 Life Insurance Cost Center 150110	Contractor	Not-to-Exceed Amount	Contract
Vendor # 023808 Health Insurance Cost Center 150108 Cigna Life Insurance Company Vendor # 121147 Life Insurance Cost Center 150110 Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor # 150079 Health Clinic	Dental Insurance Cost Center 150109	\$885,000	PD 12-13.029
Vendor # 121147 Life Insurance Cost Center 150110 Occupational Health Center of S.W. PA DBA Concentra Medical Center Vendor # 150079 Health Clinic	Health Insurance	\$21,100,000	PD 08-09.042
DBA Concentra Medical Center Vendor # 150079 Health Clinic	Life Insurance	\$430,000	PD 12-13.057
	Vendor # 150079 Health Clinic	\$585,000	PD 09-10.005



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6944 County Administrator's Report 9. 4. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Approval of Agreement between Escambia County and Andrea

Minyard, MD, District I Medical Examiner

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Agreement between Escambia County and Andrea Minyard, MD, District I Medical Examiner:

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District I Medical Examiner, Andrea Minyard, MD, for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2014, through September 30, 2015, in the amount of \$847,370, to be paid from the General Fund (001), Cost Center 410201;

- B. Authorize the Chairman to sign the Agreement for Medical Examiner Services; and
- C. Authorize the issuance of the necessary Purchase Order.

BACKGROUND:

The current agreement with the District I Medical Examiner expired on September 30, 2014. This new agreement will expire on September 30, 2015.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2014/2015 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement has been reviewed and approved by the County Attorney.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement and the necessary purchase order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Medical Examiner Agreement

STATE OF FLORIDA COUNTY OF ESCAMBIA

AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, MD FOR MEDICAL EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into on this 1st day of October, 2014, 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 Andrea Minyard, MD, District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, MD, has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06. Florida Statutes.

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 incorporated into and made a part of this Agreement.
- 1.2 All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

ARTICLE 2 Scope of Services

2.1 The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

- 2.2 The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2014/2015 without first obtaining approval of the County.
- 2.3 Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.
- 2.4 Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.
- 2.5 Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.
- 2.6 The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortuous acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.
- 2.7 The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3 Subcontractors

3.1 The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4 Term of the Contract and Time Requirements

4.1 This Agreement shall become effective October 1, 2014, and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2015. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- 4.3 Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5 Compensation and Method of Billing and Payment

- 5.1 <u>Compensation</u>: The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2014/2015.
 - **5.1.1** The annual budget for Fiscal Year 2014-2015 approved by County prior to any amendments is Eight Hundred, Forty Seven Thousand, Three Hundred, Seventy and 00/100 dollars (\$847,370.00).
 - 5.1.2 The Medical Examiner shall comply with the spending limitations imposed by the annual budget as provided herein and authorized by the Escambia County Board of County Commissioners. If, however, extraordinary events should occur including, but not limited to, a man-made or natural mass casualty incident, which could not reasonably be contemplated at the time the annual budget was approved, the Medical Examiner may submit a budget amendment to the County for approval by the Escambia County Board of County Commissioners. The annual budget may only be amended upon mutual written agreement of the Parties.
- 5.2 <u>Compensation Schedule</u>: The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.
 - 5.2.1 Such compensation shall include the Medical Examiner'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 office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

5.3 Method of Billing and Payment:

- (a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.
- (b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies

paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.

- (c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- Additional Services and Changes in the Scope of Services: The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the 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.

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, 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 the Medical Examiner shall be sent to:

Andrea Minyard, MD District Medical Examiner Gulf Coast Autopsy Physicians, P.A. P. O. Box 10981 Pensacola, FL 32524-0981

(d) Invoices to County shall be sent to: Notices to County shall be sent to:

Amy Lovoy, Director Mgmt. & Budget Services Dept. P. O. Box 1591 Pensacola, Florida 32591 Jack R. Brown
County Administrator
P. O. Box 1591
Pensacola, Florida 32591

ARTICLE 6 Cooperation of the County

- 6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.
- 6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7 Contractor's Responsibilities

- 7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or martial status. The Medical Examiner 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 Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County 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 <u>Termination</u>:

- (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.
- (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. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 Records:

- (a) The Medical Examiner shall keep 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 Agreement and for any expenses for which the Medical Examiner 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 salary, any fees, or expenses based upon such entries.
- (b) The Medical Examiner 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 Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner 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 Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).
- 8.4 <u>Assignment</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- **8.5 Insurance**: The Medical Examiner 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 employers' 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 A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola,

Florida 32597-1591. 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.

8.6 Representative of County and Medical Examiner:

- (a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- (b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 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 understanding 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.
- 8.8 <u>Truth-in-Negotiation Certificate</u>: The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other 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 costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- **8.9** 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.
- 8.10 <u>Gratuities</u>: Neither the Medical Examiner 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 Medical Examiner acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Medical Examiner, the Medical Examiner agrees to abide with such statutes.
- 8.11 Conflict of Interest: The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that

such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her 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.

- **8.12** 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.
- 8.13 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.
- 8.14 <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 no 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 Medical Examiner 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 Medical Examiner 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.
- 8.15 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 8.16 Compliance with Laws: The Medical Examiner 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 Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- **8.17** Participation in Other Proceedings: At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved 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.
- **8.18** 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.

8.19 No Waiver: The failure of the Medical Examiner of 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 through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, MD, Medical Examiner for Medical Examiner District I of the State of Florida.

		COUNTY:	
		ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.	
ATTEST:	Pam Childers Clerk of the Circuit Court	By:	
Deputy Clerk		BCC Approved:	
(SEAL)			
		MEDICAL EXAMINER:	
		ANDREA MINYARD, MD, the duly appointed Medical Examiner for Medical Examiner District I of the State of Florida.	
Witn	ness	By: Andrea Minyard, MD	
Witness		Date:	

Title 4 14

This document approved as to form and

legal sufficiency.

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

- Performing medico-legal autopsies.
- Performing medico-legal observations.
- Performing medico-legal investigations.
- 4. Approving all cremation/burial-at-sea/scientific donation requests.
- Examining selected death scenes.
- 6. Teaching law enforcement, emergency responders, and forensic science students.
- 7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
- 8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6951 County Administrator's Report 9. 5.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Approval of Agreement between Escambia County and Pensacola

Sports Association, Inc.

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations

Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc. - Amy Lovoy, Management and Budget Services Department Director

That the Board take the following action concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreement between Escambia County and Pensacola Sports Association, Inc., as Fiscal Agent for Visit Pensacola, Inc.:

- A. Approve the Miscellaneous Appropriations Agreement, in the amount of \$4,322,479;
- B. Authorize the Chairman to sign the Agreement and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Order.

[Funding: Fund 108, 3rd Cent Tourist Promotion Fund, Cost Center 360101 - \$3,820,315; Fund 108, 4th Cent Tourist Promotion Fund, Cost Center 360105 - \$502,164]

BACKGROUND:

The County makes payment in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

PERSONNEL:
N/A
POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval of Miscellaneous Appropriations Agreements is necessary.
IMPLEMENTATION/COORDINATION: N/A
Attachments Visit Pensacola Agreement

The County Attorney has reviewed and approved the agreement.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA SPORTS ASSOCIATION, INC., AS FISCAL AGENT FOR VISIT PENSACOLA, INC.

THIS AGREEMENT is made and entered into this 1st day of October, 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 the "County"), and the Pensacola Sports Association, Inc. as fiscal agent for Visit Pensacola, Inc. with administrative offices at 101 West Main Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0767953 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies for, (1) the marketing of Escambia County Tourism, (2) to increase future Tourism Development Tax revenues, (3) to increase Local Optional Sales Tax revenue, (4) to increase job growth, all of which further the public good of the people of Escambia County; and

WHEREAS, the Recipient promotes Escambia County as a vacation and business destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, Visit Pensacola, Inc. was created as a 501(c)(6) private not for profit corporation, with the express purpose to allow the community to speak with "one unified voice" on tourism matters. Visit Pensacola, Inc. operates in the Sunshine and will continue to do so; and

WHEREAS, the Tourism Development Tax is imposed on short term lodging and meant to provide a dedicated tourism marketing and promotion fund; and

WHEREAS, in order to preserve and expand that mission, Visit Pensacola, through the Recipient, has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the enumerated mission of Section 125.0104 and its related benefits to Escambia County citizens, said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the months of January through September of the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$4,322,479 of Fiscal Year 2015 Tourist Development Taxes to conduct a program generally described as:

Tourism Promotion Activities

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein.

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this *Agreement* binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. Visit Pensacola, Inc., through the Recipient, agrees as follows:

- A) To accept the funds as appropriated in accordance with the terms of this *Agreement*, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and
- B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto with regard to its tourism promotion activities; and
- C) To return to the County within forty-five (45) days of demand all remaining County funds paid to it upon the County's finding that the terms of the *Agreement*, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and
- D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court.:
- 1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
- 2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
- 3. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

- 4. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or
- 5. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or
- 6. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and
- E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account.

F) To consent to:

- Providing such audits of the financial affairs of Visit Pensacola, Inc., through the Recipient, by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
 - 2. Producing all documents required by the Internal Auditors; and
- 3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and
- G) Operating the program more particularly described in Exhibit "A" to this *Agreement*. Visit Pensacola, Inc., through the Recipient, may enter into subcontracts under this *Agreement* as appropriate. Visit Pensacola, Inc., through the Recipient, must furnish the County a copy of all subcontracts once executed.
- **Section 2.** This *Agreement* shall be considered to have become effective on the 1st day of October, 2014, and will terminate on the 30th day of September, 2015, unless canceled sooner with cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- **Section 3.** The County agrees to pay Visit Pensacola, Inc., through the Recipient, a total sum of \$4,322,479 for the program of activity described herein. The sum of \$1,438,924, shall be paid following the execution of this *Agreement*, and the remainder shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased with County funds allocated in accordance with this *Agreement*(s) in connection with aforementioned program, which has a unit cost of \$1,000 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. In addition to any reporting requirement described in Exhibit "A", Visit Pensacola, Inc., through the Recipient, agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of Fiscal Year 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. Visit Pensacola, Inc.'s approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this *Agreement*.

Section 7. Visit Pensacola, through the Recipient, agrees that any funds provided by the County for the operation of the program through September 30, 2015, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless Visit Pensacola, Inc., through the Recipient, continues to receive a miscellaneous appropriation from the County in the next fiscal year.

Section 8. This *Agreement* will apply to all funds appropriated during October through September of the fiscal year ending September 30, 2015, provided that the County's rights and Visit Pensacola, Inc.'s duties hereunder will continue for a period of five (5) years from the date of execution hereof subject to appropriation.

Section 9. Visit Pensacola, Inc., through the Recipient, has established specific metrics for evaluating the success of its Tourism Development Tax Expenditure for Fiscal Year 14/15, and shall report those results to the Board of County Commissioners quarterly. These metrics are incorporated as Exhibit "C" attached hereto.

Section 10. General Provisions

Modification and Amendment. No modification or amendment of this Agreement shall be valid and binding on the parties unless made in writing and signed by or on behalf of the County and Recipient.

Entire Agreement. This Agreement supersedes all prior agreements and discussions between the parties with respect to the subject matter of this Agreement, and this Agreement together with all exhibits and any other documents delivered in connection with

this *Agreement*, comprise the sole and entire agreement between the parties with respect to the subject matter of this *Agreement*.

Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for resolution of any dispute between the parties is to be Escambia County, Florida, and the parties hereby consent to the personal jurisdiction of said courts.

Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

Gender. Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

Severability. Wherever possible, each provision of this Agreement, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this Agreement shall remain fully effective as if the prohibited or invalid provision had never been contained within the Agreement.

Survival. The general provisions of this Section 11 will survive any termination or expiration of this Agreement.

Ambiguities. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument.

Notices. All notices, authorizations, and requests given or made in connection with this Agreement must be sent by facsimile or Certified Mail, return receipt requested, and faxed or addressed, respectively, to the parties' head office at the following addresses:

> Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32502

and Pensacola Sports Association, Inc.

101 West Main Street Pensacola, FL 32501

or to any different address that is provided to a party through the means of notice adopted

herein. Notices will be deemed delivered on the date shown on the certified postal return receipt or facsimile confirmation of delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

	By: Lumon J. May, Chairman
ATTEST: Pam Childers Clerk of the Circuit Coul	t
By: Deputy Clerk	_
BCC APPROVED:	_
	PENSACOLA SPORTS ASSOCIATION, INC as Fiscal Agent for Visit Pensacola, Inc.
	By:
Attest:	
Secretary	
	This document approved as to form and legal sufficiency. By Title 9/30 K

EXHIBIT "A" 2014/2015 MISCELLANEOUS APPROPRIATIONS PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The Allocation of funds described below is the parties best estimate of the expected distributions, but shall be revised through a contract amendment approved by the Board of County Commissioners based upon Visit Pensacola's, through the Recipient, consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of \$3,094,207 related to acquiring a visitor to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expense related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of \$269,072 related to the operations of the Visit Pensacola office, the Pensacola Sports Association and the Perdido Key Visitor Information Center.

Personnel: Expenses of \$959,200 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association and the Perdido Key Visitor Information Center.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- The sum of \$1,438,924 shall be paid following the execution of this Agreement. For the remainder of the year, no funding will be advanced. Subsequent reimbursements will be made upon proof of payment for eligible costs.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6930 County Administrator's Report 9. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Approval of Fiscal Year 2014/2015 Miscellaneous Appropriations

Agreement for Arts, Culture & Entertainment

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations

Agreements for Various Outside Agencies - Amy Lovoy, Management and Budget Services

Department Director

That the Board take the following action concerning the Fiscal Year 2014/2015 Miscellaneous Appropriations Agreements for various outside agencies:

A. Approve the following Miscellaneous Appropriations Agreements:

- 1. Arts, Culture, and Entertainment, Inc., in the amount of \$500,000, to be paid from the 4th Cent Tourist Promotion Fund (108), Cost Center 360105;
- 2. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of \$218,500, to be paid from the General Fund (001), Cost Center 110201; and
- 3. Pensacola's Promise, Inc., d/b/a Chain Reaction, in the amount of \$19,000, to be paid from the General Fund (001), Cost Center 110201;
- B. Authorize the Chairman to sign the Agreements and all other necessary documents; and
- C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payments in support of the activities of certain outside agencies approved by the Board. In order to recognize these contractual agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2014/2015 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ACE Agreement
School Readiness Agreement
Chain Reaction Agreement

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ARTS, CULTURE, AND ENTERTAINMENT, INC.

THIS AGREEMENT is made and entered into this 1st day of October 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 the "County"), and Arts, Culture, and Entertainment, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 6120 Enterprise Drive, Pensacola, Florida 32505 and a Federal Tax Identification Number of 27-1396429 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital cultural link to the arts which benefits residents and visitors alike in the appreciation of the beauty of man's artistic achievements: and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$500,000.00 to conduct a program generally described as:

Arts, Culture, and Entertainment, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

- A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and
- B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and
- C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and
- D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:
- 1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
- 2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
- 3. To make "Contributions or Donations". Contributions and donations are not allowable; or
- 4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or
- 5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

- 6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or
- 7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or
- 8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and
- E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

- Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
 - 2. Producing all documents required by the Internal Auditors; and
- 3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and
- G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.
- **Section 2.** This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$500,000.00 for the program of activity payable quarterly in advance in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with a list of qualified sub-recipients to whom Recipient shall distribute said funds in furtherance of the program described in Exhibit "A". Disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required list of sub-recipients which is due on or before submission of the first invoice for appropriations payments.

Section 6. The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of each quarter and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 7. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2015, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

	By: Lumon J. May, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	
By: Deputy Clerk	u.
BCC APPROVED:	_
	ARTS, CULTURE, AND ENTERTAINMENT, INC.
	Ву:
	Title:
Attest:	
Secretary	
	This document approved as to form and legal sufficiency. By Title Date

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Arts, Culture, and Entertainment, Inc.

	APPROVE	D BUDGET
SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF ARTS, CULTURE, AND ENTERTAINMENT, INC.	\$	500,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Grants to Escambia Arts Organizations using TDC funds:

Pensacola Museum of Art	\$ 45,289.69
Pensacola Symphony Orchestra	45,683.52
Pensacola Opera	45,590.85
Pensacola Children's Chorus	44,478.88
Choral Society of Pensacola	5,141.37
Jazz Society of Pensacola	8,754.90
Pensacola Little Theater	45,961.51
Ballet Pensacola	44,756.87
First City Arts Center	19,863.53
Fiesta of Five Flags	44,478.88
Foo Foo Festival	150,000.00
Total	\$500,000.00

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments will be made in advance on a quarterly basis. Proof of payment for eligible costs for prior quarterly advance must be received by the County before the release of the next quarterly advance.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

THIS AGREEMENT is made and entered into this 1st day of October 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 the "County"), and Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 3636-D North "L" Street, Suite A, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3683227 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for those youngsters who might not otherwise have the opportunity to reach their lives' potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$218,500.00 to conduct the program generally described as:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

- A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and
- B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and
- C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and
- D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:
- 1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
- 2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
- 3. To make "Contributions or Donations". Contributions and donations are not allowable; or
- 4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or
- 5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

- 6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or
- 7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or
- 8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and
- E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

- 1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
 - 2. Producing all documents required by the Internal Auditors; and
- 3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and
- G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.
- **Section 2.** This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$218,500.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2015, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By:
By: Lumon J. May, Chairman
- .'
_
ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY By:
This document approved as to form and legal sufficiency. By Title

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County

APPROVED BUDGET

SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY.....\$ 218,500.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funds provided by Escambia County will be to provide the local match to obtain funding from State and Federal sources to enable the Early Learning Coalition of Escambia County to provide childcare assistance to working poor families residing in Escambia County. The combination of the Escambia County local match contribution and the State/Federal funds allows us to provide subsidies to working poor families (at or below 150% of the Federal Poverty level) to obtain school readiness (child care) services.

In order to draw down these State/Federal funds, the local Coalition is required to raise a local match equal to 6% of the total cost of care for our working poor (low-income working) families. In the case of this request, the \$230,000 provided by Escambia County will enable us to obtain \$4,700,000 in State/Federal funding, giving us \$5,000,000 to provide childcare assistance to working poor families. At an average monthly cost per child of \$325/child/month, this \$5,000,000 will provide childcare for more than 1,275 children per month for the twelve (12) month funding period.

The funds provided by Escambia County (as well as the State/Federal funds) are used for payments directly to childcare/early learning providers delivering services to working poor families under this program. Unlike the State/Federal funds, however, none of the Escambia County funds are used for Coalition administrative expenses. 100% of the Escambia County funds go directly to delivery of this much needed program.

Families who qualify for assistance will receive services in formal and informal programs, based on parental choice. Children receiving these early learning program services will also receive the benefits of the Food Program, health, behavioral, and developmental screenings (and referrals based on the results thereof), early childhood developmental appropriate activities, and other family management services.

Through a contract with Children's Services Center, the Coalition performs client eligibility determinations for applicants who apply for services. The Coalition then authorizes placement of children of eligible families into appropriate school readiness settings and provide consumer education and referral services.

The Coalition reviews and processes all required invoices for payments to school readiness providers once the provider has submitted all needed documentation. The Coalition also monitors childcare provider locations and provides technical assistance to school readiness providers to help them develop effective programs. Some services may be provided by other public or private agencies under contract to the Coalition but responsibility for management oversight of these services remains with the Coalition.

Specific tasks provided for through this funding include:

- T Placement of more than 1,275 children per month in early learning and child care arrangements.
- T Development of assessment of children placed in care through this funding, identification of developmental delays and provision of appropriate referrals for help with these delays.
- T Education of parents of each child placed in early learning and child care programs through county funding about the importance of selecting quality early learning programs, and the quality indicators they can use to select the best arrangement for their child.
- T Provision of referrals for early learning and child care programs for each parent receiving assistance.
- T Implementation of needs assessments for every parent with a child placed in care through county funds.
- T Assistance to parents in meeting unmet needs through Early Learning Coalition of Escambia County programs, First Call for Help, and referrals to other community resources.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA'S PROMISE, INC., D/B/A CHAIN REACTION

THIS AGREEMENT is made and entered into this 1st day of October 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 the "County"), and Pensacola's Promise, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 East Gadsden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 20-5966578 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places and structured activities during out of school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2014/15 (October 1 through September 30), the sum of \$19,000.00 to conduct the program generally described as:

Pensacola's Promise, Inc., d/b/a Chain Reaction

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

- A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and
- B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and
- C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and
- D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:
- 1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
- 2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
- 3. To make "Contributions or Donations". Contributions and donations are not allowable; or
- 4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or
- 5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

- 6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or
- 7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or
- 8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and
- E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

- 1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
 - 2. Producing all documents required by the Internal Auditors; and
- 3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and
- G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.
- **Section 2.** This Agreement shall be considered to have become effective on the 1st day of October 2014, and will terminate on the 30th day of September 2015, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- **Section 3.** The County agrees to pay the recipient the sum of \$19,000.00 for the program of activity payable semi-annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2014-2015 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2015, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2015, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

	By: Lumon J. May, Chairman
ATTEST: Pam Childers Clerk of the Circuit Court	
By: Deputy Clerk	
BCC APPROVED:	_
	PENSACOLA'S PROMISE, INC., d/b/a Chain Reaction By:
Attest: Norgh Lhaf Secretary	
	This document approved as to form and legal sufficiency.

Date

EXHIBIT "A"

2014/2015 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:		
Pensacola's Promise, Inc., d/b/a Chain Reaction		

	APPROVE	D BUDGET
SALARIES AND BENEFITS ASSOCIATED WITH PENSACOLA'S PROMISE, INC., D/B/A CHAIN REACTION	\$	<u> 19,000.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola's Promise, Inc., d/b/a Chain Reaction

Chain Reaction is the local teen volunteer center for 13-18 year-olds; we are teen-directed, teen-driven, and teen-organized. Teenagers are not told what to do, but rather are asked what they think should be done. Chain Reaction empowers teens to change their world through volunteerism.

Chain Reaction unleashes the power of teens by creating a culture in which teens are given opportunities to positively impact their community. We will continue to grow Chain Reaction through increased leadership programs, volunteer opportunities, and civic action opportunities. Our goals for 2014-2015 are:

- 1,000 teens will volunteer in our community through Chain Reaction
- 70 non profit agencies will partner with Chain Reaction to complete 700 volunteer projects
- And 140,000 people will be impacted through our volunteer efforts.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6935 County Administrator's Report 9. 7. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Budget Amendment #309 - Fiscal Year 2013/2014 Personnel Shortages

From: Amy Lovoy

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #309 - Amy Lovoy, Management and Budget Services Department Director

That the Board approve Budget Amendment #309, Escambia County Restricted Fund (101), Development Review Fees Fund (116), CDBG HUD Entitlement Fund (129), Fire Protection Fund (143), HUD HOME Fund (147), in the amount of \$308,800, to cover personnel shortages in National Pollutant Discharge Elimination System Grant (NPDES), Development Review, Neighborhood Enterprise, and Fire Services.

BACKGROUND:

The following Divisions will require additional personnel funds to complete FY 13/14. The following are the explanations for each area.

National Pollutant Discharge Elimination System (NPDES):

- A Water Quality Technician position was reclassified to an Environmental Technician in July 2014 due to an increase in job duties hence an increase in personnel costs. Funding for this position is received from the City of Pensacola, Florida Department of Transportation (FDOT) and Town of Century. The annual funding from FDOT increased under a new interlocal agreement this year, providing sufficient revenue to cover the additional cost.

Development Review:

- An Environmental Technician whose salary was higher transferred here to replace an employee who transferred to another cost center. The additional salary and benefits were not budgeted hence the salary shortage.
- In addition, when the 3% COLA budget amendment was submitted in January 2014 the funds were placed in an old cost center previously used for that Department.

Neighborhood Enterprise:

- The Division Manger retired and received a leave payout hence the shortage. This

employee's salary was funded from two grants (CDBG HUD and HUD HOME).

Fire Department:

- The IAFF contract changing the firefighters from a 21-day work cycle to a 14-day work cycle and rolling the holiday pay into the hourly rate. This resulted in an unexpected increase in personnel costs.
- This was compounded by increased hours caused from two extended disaster events. (Ice Storm of January 2014 and Flood/Jail Explosion of April 2014).

BUDGETARY IMPACT:

This amendment transfers funds from reserves or operating accounts with a surplus to personnel accounts, hence no additional revenues are associated with this amendment. Departmental budgets are not increasing.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA# 309

Board of County Commissioners Escambia County Budget Amendment Request

Request Number # 309

Approval Authorities			_	# 503
Approval Additionate	Date Rec.	Date Forward	Approved	Disapproved
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				
Transfer From:				
101/Escambia County Restricted Fund				
116/Development Review Fees				
129/CDBG HUD Entitlement Fund				
143/Fire Services Fund				
147/HUD HOME Fund				
Fund/Department				
Account Title				Amount
Account Title	Project Number	Fund / Cost Center	Account Code	Allount
	T TO COL TRUMBET	Tuna / Oost Ochter	Account code	
Reserves		101/221018	59801	400
Regular Salaries		116/211902	51201	7,378
Reserves		116/240302	59801	2,122
Other Current Charges & Obligations		129/220451	54901	6,500
Reserves		143/330206	59801	291,000
Other Current Charges & Obligations		147/220450	54901	1,400
Total			=	\$308,800
Transfer To:				
101/Escambia County Restricted Fund				
116/Development Review Fees				
129/CDBG HUD Entitlement Fund				
143/Fire Services Fund				
147/HUD HOME Fund				
Fund/Department				
Account Title				Amount
	Project Number	Fund / Cost Center	Account Code	
Dogular Calarias		101/001010	E1201	400
Regular Salaries Regular Salaries		101/221018 116/240302	<u>51201</u> 51201	9,500
Regular Salaries		129/220451	51201	6,500
Regular Salaries		143/330206	51201	276,500
Regular Salaries		143/330209	51201	14,500
Regular Salaries		147/220450	51201	1,400
Total			=	\$308,800
Detailed Justification:				
Reallocating funds from reserves and opera	iting accounts with sur	oluses to personnel accou	ints that need addition	al funds
to pay final FY 13/14 payrolls.				
(CC: 221018) NPDES - A Water Qulaity Te	chnician position was r	oclassed to an Environme	ntal Tachnician in July	, 2014 due to
an increase in job duties hence an increase				
Florida Department of Transporation (FDO)				
interlocal agreement this year, providing su			III DOT IIIOTOGOGG GIN	aci a new
, , , , , , , , , , , , , , , , , , ,				
(CC: 240302) Development Review - An Er	vironmental Technicia	n whose salary was highe	er transferred here to re	eplace an
employee who transferred to another cost of	enter. The additional s	salary and benefits were r	ot budgeted hence the	e salary shortage.
In addition, when the 3% COLA budget ame	endment was submitted	d in January 2014 the fund	ds were placed in the v	vrong cost
center.				
(00, 000 454 (000 450) N : H H H H				T
(CC: 220451/220450) Neighborhood Enterp			d a payout hence the s	hortage. This
employee's salary was funded from two gra	nts (CDBG HUD and F	IUD HOME).		
(CC: 220206/220200) Fire Continue. The I	\FF contract changing	tha Firafiahtara from a 21	dou work ovolo to a 1	1 day work avala
(CC: 330206/330209) Fire Services - The I/ and rolling the holiday pay into the hourly ra				
This was compounded by increased hours				sonner costs.
Flood/Jail Explosion of April 2014)	ad to two exterioed dis	Sacroi evento. (106 Otolili	or Junuary 2014 and	
OMB Analyst				
Budget Manager			Management &	Budget Dept Director



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6941 County Administrator's Report 9. 8. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

From: Exchange of Property on Crowndale Road Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Exchange of County Property with Shannon O. Radford - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the exchange of County property, for property owned by Shannon O. Radford, on Crowndale Road:

A. Adopt a Resolution authorizing the exchange of a portion of a County parcel (approximately 0.43 acres), for a portion of a parcel (approximately 0.08 acres), owned by Shannon O. Radford, in accordance with the terms and conditions contained in the Agreement for Sale and Purchase and Contract for Sale and Purchase;

- B. Waive the retention of the fractional interest in the phosphates, minerals, metals and petroleum, in the parcel to be conveyed by the County, in accordance with Section 270.11(3), Florida Statutes;
- C. Authorize the payment of documentary stamps because the property is being acquired for public use, which is for the Crowndale Road right-of-way, and the public benefits from the exchange by having safer, more efficient traffic flow and improved stormwater drainage; and
- D. Authorize the County Attorney's Office to prepare, and the Chairman or Vice Chairman to execute any documents, subject to Legal review and sign-off, necessary to complete the exchange of the properties without further action of the Board.

[Funding Source: Fund 352, LOST III, Cost Center 210107/56101, Project No. 08EN0068]

BACKGROUND:

Crowndale Road, a paved County road in the Cottage Hill area of the County, extends east off Virecent Road. In 2002, the County acquired additional property to facilitate the Crowndale Road paving and drainage project. Ernest and Neoma Walker, who owned the property at the time, donated the property for right-of-way for Crowndale Road.

Shannon O. Radford, the current owner, is in the process of selling his property on Crowndale Road. The title search revealed a problem with the legal description on the deed from the Walkers to the County, in that the legal description on the deed from the Walkers inadvertently conveyed the entire Walker property to the County, and omitted the portion intended to be conveyed to the County for right-of-way.

The issue with the error in the legal description on the deed from the Walkers has placed a cloud on the title and has delayed Mr. Radford's closing. In order to provide a clear title for Mr. Radford and insure that the County has the right-of-way needed, our legal department suggested we do an exchange of properties. Board action is required to adopt the resolution and authorize the exchange of properties.

BUDGETARY IMPACT:

Funding for this acquisition is available in Fund 352, LOST III, Cost Center 210107/56101, Project No. 08EN0068.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement for Sale and Purchase and the Contract for Sale and Purchase have been approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. The County Attorney's Office will prepare the closing documents and will conduct the closing for the exchange of these properties.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

These actions are consistent with the provisions of Section 46-139 of the Escambia County Code of Ordinances and Section 125.37, Florida Statutes.

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the Escambia County Code of Ordinances.

Attachments

Resolution
Agreement for Sale
Contract
Notice of Intent

Parcel info
R/W Sketch
Walker deed
Aerial map

RESOLUTION R2014-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY WITH SHANNON O. RADFORD, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Escambia County, a political subdivision of the State of Florida (the County), owns certain real property (the County Property) more particularly described as follows:

PARCEL I:

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

Less and except any portion lying within the Right-of-Way of Crowndale Road; said Right-of-Way of Crowndale Road being further described as follows:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = S 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54′ 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37' 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

and

WHEREAS, the County Property is not needed for County purposes; and

WHEREAS, Shannon O. Radford (Radford) owns certain real property (Radford Property) more particularly described as follows:

That part of the following described property:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28′ 42″; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = S 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54' 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37′ 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

Lying within the boundaries of the following described property:

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

and

WHEREAS, the parties have agreed that Radford will convey the Radford Property in exchange for the County Property; and

WHEREAS, such an exchange of property is authorized by Section 125.37, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County to authorize and approve the proposed exchange under the terms and conditions set forth herein.

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

- Section 1. The above-recitals are true and correct and are incorporated herein by reference.
- Section 2. The property exchange between the County and Shannon O. Radford is authorized and approved in accordance with the terms of the Agreement for Sale and Purchase and Contract for Sale and Purchase attached to this Resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

 ADOPTED this _____ day of _______, 2014.

 BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

 By: ______

PAM CHILDERS

ATTEST:

This document approved as to form and legal sufficiency.

By Sully Carty

Lumon J. May, Chairman

Date Vept. 24, 7019

AGREEMENT FOR SALE AND PURCHASE

TH	IS AGREEMENT FOR SALE AND PURCHASE (Agreement), is entered into this
day of	, 2014, between Escambia County, a political subdivision of the State
of Florida.	acting by and through its duly authorized Board of County Commissioners, whose
	dress is 221 Palafox Place, Pensacola, Florida 32502 (Seller), and Shannon O. Radford,
_	ress is 185 Crowndale Road, Pensacola, FL 32533 (Buyer).
	WITNESSETH:
	IEREAS, Seller is the record owner of fee simple title to the real property described in the chibit A (the Property); and
	IEREAS, at duly advertised meetings of the Board of County Commissioners on Seller approved the sale of the Property to Buyer in exchange for e of the property described in the attached Exhibit B, and
	IEREAS, Seller and Buyer now desire to enter into this Agreement for Sale and Purchase forth the mutually agreed upon terms and conditions associated with the proposed and sale.
	W, THEREFORE, for and in consideration of the premises, the sums of money to be paid, er good and valuable consideration, the parties agree as follows:
certain Cor	reement to Sell and Purchase. This Agreement is being executed in conjunction with that intract for Sale and Purchase between the parties for the conveyance of the property in the attached Exhibit B. Seller agrees to sell and Buyer agrees to buy the real property

2. <u>Purchase Price and Method of Payment</u>. The Seller shall convey the Property to Buyer in exchange for the property described in the attached Exhibit B, which the parties agree has a value of \$47,956.00.

and improvements more particularly described in the attached Exhibit A (Property) upon the terms

and conditions stated in this Agreement.

3. Evidence of Title. Seller shall transfer and convey to Buyer fee simple title to the Property. Within 30 days after the date of execution of this Agreement, Buyer may examine title to the Property and give notice to Seller in writing of any defects or encumbrances upon the Property unacceptable to Buyer except for (a) those exceptions identified in Section 10 of this Agreement entitled "Conveyance of Property," and (b) those exceptions to title which are to be discharged by Seller at or before closing. Seller is not obligated to provide Buyer with a title commitment.

If Buyer determines title to the Property is unmarketable for reasons other than the existence of the exceptions identified in Section 10 or exceptions that are to be discharged by Seller at or before closing, Buyer shall notify Seller in writing no later than five days after examining title. The written notice shall specify those liens, encumbrances, exceptions or qualifications to title that are

either not acceptable or not contemplated by this Agreement to be discharged by Seller at or before closing (Title Defects).

If Seller is unable or unwilling to cure or eliminate the Title Defects prior to closing, Seller shall notify Buyer in writing prior to closing. Buyer and Seller may then extend the time allowed for removal of the Title Defects and the time of closing; or Buyer may waive Title Defects and proceed with closing; or Buyer and Seller may withdraw from the transaction and terminate the obligations under the Agreement. Buyer agrees that any Title Defects present on the day title is transferred, unless expressly objected to by written notice, will be considered accepted by Buyer.

- 4. <u>Survey</u>. Buyer may obtain a survey of the Property prior to closing at Buyer's expense. Buyer must notify Seller in writing after receipt of the survey of any matters shown on the survey that adversely affect title to the Property. The adverse matters will be deemed Title Defects, and Seller is obligated to undertake a cure within the time and in the manner provided in Section 3 of this Agreement.
- 5. <u>Financing</u>. Within five days of execution of this Agreement, Buyer must make application to obtain financing, if necessary, to consummate the purchase and sale of the Property and provide notice to Seller when it has secured necessary financing. Buyer shall notify Seller in writing if Buyer is unable to obtain financing prior to closing after making a good faith effort to do so. Seller may extend the time allowed for Buyer to obtain financing or exercise its right to terminate this Agreement in accordance with Section 22.
- 6. <u>Possession</u>. Possession of the Property will be surrendered by Seller to Buyer at the time of closing. Seller shall not commit nor permit waste, deterioration or other destruction of the Property prior to that time.
- Condition of Property. Pursuant to Section 125.411, Florida Statutes, Seller is precluded 7. from warranting or representing any state of facts regarding title to the Property and, as a governmental entity, is exempt from the disclosures otherwise required by local ordinance. Except as set forth in the Agreement, it is understood and agreed that Seller disclaims all warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties and representations related to title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, property value, operating history, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. Buyer represents that it is a knowledgeable Buyer of real estate and that it is relying solely on its own expertise and that of its consultants, and that Buyer will conduct inspections and investigations of the Property, including, but not limited to, the physical conditions of the Property, and will rely upon them, and upon closing, will assume the risk of all adverse matters, including but not limited to, adverse physical conditions, which may not have been revealed by Buyer's inspections and investigations. Seller sells and conveys to Buyer and Buyer accepts the Property "As Is, Where Is," with all faults and there are no oral agreements, warranties or representations collateral to or affecting the Property to Buyer by Seller or any third party. The terms and conditions of this paragraph expressly survive the closing of the Agreement.

8. <u>Right to Inspect Property</u>. Prior to undertaking any inspections and testing, Buyer must provide notice to Seller and coordinate with Seller's designee. Buyer must not intentionally nor unreasonably interfere with Seller's activities on the Property.

Prior to closing, Buyer, and its agents and consultants, have the right to enter upon the Property and undertake at Buyer's expense, any physical inspections and other investigations of the Property, including surveys, soil bores, percolation tests, engineering studies, tests for radon gas and other tests or studies that Buyer considers necessary or desirable to review and evaluate the physical characteristics of the Property. Results of any investigation or testing conducted on the Property must promptly be disclosed to Seller.

Buyer shall notify Seller in writing of any defects disclosed by its inspections and testing within five days of completion of the inspection or test. For purposes of this paragraph, "defect" means a condition on or under the Property that violates applicable state or federal environmental laws, rules or regulations, or may present an imminent and substantial danger to the public health or welfare. Upon receipt, Seller shall notify Buyer that 1) it will terminate this Agreement, whereupon all rights and obligations of the parties shall cease; or 2) it will remedy the environmental defect within six months of the date of the notice, or as otherwise agreed by the parties, in which case the closing date will automatically be extended.

Buyer, as a condition precedent to its entry rights, will defend, indemnify, save and hold Seller harmless from any loss, damage, liability, suit, claim, cost or expense, including reasonable attorneys' fees, arising from the exercise by Buyer of its entry rights.

- 9. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 10. <u>Conveyance of Property</u>. At closing, Seller will convey to Buyer title to the Property by deed, which will identify the following exceptions to title:
 - a. Ad valorem real property taxes and assessments for the year 2014 and subsequent years; outstanding and unpaid taxes and assessments, if any, for previous years; conditions, easements, and restrictions of record; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

The parties expressly acknowledge that Buyer accepts title as it exists on the day title is transferred from Seller to Buyer unless written notice has been provided to Seller in accordance with Section 3.

11. <u>Closing</u>. Subject to satisfaction of the obligations of Seller and Buyer as set forth in the Agreement, the Purchase Price will be paid to Seller and the Deed and other closing documents reasonably required by either party will be executed and delivered at the time of closing. The purchase and sale contemplated by this Agreement will be closed in the Office of the Escambia

County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida. Seller's attorney will prepare and furnish all documents for closing including any necessary corrective documents. Closing shall occur on or before 90 days from the date that the last party executes this Agreement unless the date for closing is extended by written agreement of the parties or as otherwise provided herein.

12. <u>Costs and Expenses at Closing</u>. Upon closing, Seller and Buyer shall pay the following costs and expenses:

SELLER	BUYER
<u>X</u>	Deed Documentary Stamps
	X_ Survey, if any
<u>X</u>	Recording (Deed)
	X Title Insurance, if any
	X Structural and Environmental Inspections, if any
	X Real Estate Professional Fee or Commission, if any

- 13. <u>Taxes, Fees, and Charges</u>. Taxes, fees and charges will be paid as follows:
 - a. Buyer is responsible for all ad valorem taxes and assessments, if any, assessed against the Property. Any outstanding taxes or tax certificates or assessments encumbering the Property must be satisfied by the Buyer at closing. Seller is immune from ad valorem taxes and will not pay ad valorem taxes on the Property.
 - b. All impact fees, permit fees, systems charges, and any other amounts charged or assessed as a result of, arising from, or necessary for Buyer's proposed construction on, or development of, the Property will be paid solely by Buyer.
- 14. <u>Conditions Precedent to Closing</u>. The obligation of Buyer to close the sale and purchase transaction contemplated in this Agreement is expressly conditioned on the prior occurrence, satisfaction or fulfillment of the following:
 - a. Prior to closing, all obligations of Seller and Buyer in this Agreement must have been either fully satisfied or have occurred or have been waived by Seller or Buyer in writing or as otherwise provided in this Agreement.
 - b. Within the time provided in the Agreement, Buyer will have established to its satisfaction that Seller is the owner of good and marketable fee simple title to the Property, subject only to the Permitted Exceptions and those exceptions which are to be discharged by Seller at or before the closing or, alternatively, waived by Buyer.

- c. There are no pending or threatened building, utility (including sewer or water) or other moratoria, injunctions or court orders in effect which would interfere with the immediate use or occupancy of any portion of the Property.
- d. There is no litigation or administrative proceeding pending or threatened against or relating to either the Property or Seller which would preclude Buyer's purchase and Seller's sale of the Property under the Agreement.
- e. There are no pending or threatened zoning, condemnation or eminent domain proceedings against or in any way affecting the Property or any known pending or threatened suits, actions or other proceedings against Seller or affecting the Property or its use in any manner permitted as of the date of the Agreement by the land development regulations of the local government entity with land development regulatory authority over the Property (either as a primary or permitted conditional use) and that the Property and such uses are not in any manner encumbered or adversely affected by any judgment, order, writ, injunction, rule or regulation or any court or governmental agency or officer.
- f. The results of inspections, investigations and inquiries Buyer has made with respect to the Property are, in Buyer's sole opinion and in Buyer's sole discretion, acceptable to Buyer.

If one or more of the above requirements precedent to Buyer's obligation to close this Agreement has not occurred or been satisfied, or expressly waived by Buyer or by the terms of this Agreement on or before the closing date for any reason, then Buyer is entitled to terminate this Agreement and the obligations of the parties, by giving written notice to the other party.

- 15. <u>Assignability</u>. This Agreement cannot be assigned by Buyer without the prior written consent of Seller.
- 16. <u>Litigation and Attorneys' Fees</u>. Each party will pay for its own attorneys' fees and costs in the event of litigation related to the sale and purchase of the Property.
- 17. <u>Time of the Essence</u>. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party is not to be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date in the Agreement falls on a Saturday, Sunday or legal holiday, the date is extended to the next business day.
- 18. <u>Counterparts</u>. This Agreement will be executed in duplicate counterparts, each of which upon execution by all parties is deemed to be an original.
- 19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Florida and bind Buyer and Seller and their respective successors and assigns. The venue for any legal proceeding arising

out of this Agreement shall be in a court of competent jurisdiction in Escambia County, Florida.

- 20. <u>Integrated Agreement, Waiver and Modification</u>. This Agreement represents the complete and entire understanding and agreement between and among the parties with regard to all matters involved in the Agreement and supersedes any prior or contemporaneous agreements, whether written or oral. The Agreement cannot be modified or amended and no provision is waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties and to the detriment of the others, then the amendment or waiver must be in writing, signed by all parties to whose detriment the modification, amendment or waiver inures.
- 21. <u>Brokerage</u>. Seller and Buyer acknowledge, represent and warrant to each other that no broker or finder has been employed by either Seller or Buyer in connection with the sale and purchase contemplated in the Agreement.
- 22. <u>Default and Termination</u>. If either party fails to perform any of its obligations set forth in the Agreement within the times specified, the other party, at its option and at any time, may terminate the Agreement. Neither party can declare the other in default without giving the other party at least five days written notice of intention to do so, during which time the other party will have an opportunity to remedy the default or to commence to remedy. The notice must specify, in detail, the default.
- 23. <u>Notices</u>. All notices must be in writing and served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested, or by deposit with a nationally recognized overnight courier service, postage pre-paid and addressed to the Seller and Buyer at the following addresses:

TO THE SELLER:

Escambia County County Administrator 221 Palafox Place Pensacola, FL 32502 TO THE BUYER:

Shannon O. Radford 185 Crowndale Road Pensacola, FL 32533

WITH A COPY TO:

County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, FL 32502

All notices are deemed served when received, except that any notice mailed or deposited in the manner provided in this section are deemed served on the postmark date or courier pickup date.

- 24. <u>Further Assurances</u>. Each party, without further consideration, will act and execute and deliver documents as the other may reasonably request to effectuate the purposes of the Agreement.
- 25. <u>Relationship of the Parties</u>. Nothing in this Agreement or any act of the parties is deemed or construed by the parties or by any third party to create a relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Buyer and Seller.

- 26. Risk of Loss. The risk of loss to the property is the responsibility of Seller until closing.
- 27. <u>Property Tax Disclosure Summary.</u> Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the County Property Appraiser's Office for information.
- 28. <u>Miscellaneous</u>. If any term, provision, covenant, or condition of the Agreement or the application to any person or circumstances is invalid or unenforceable, the remainder of the Agreement is valid and enforceable to the extent permitted by law.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS FIRST APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

IN WITNESS WHEREOF, Seller and Buyer have made and executed this Agreement as of this date and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SELLER:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST:

Pam Childers

Clerk of the Circuit Court

Lumon J. May, Chairman

Deputy Clerk

This document approved as to form and legar sufficiency.

Ву

Title

Date

Lat. 27. 201

Witness Salar	BUYER:
Print Name 36 Raveyscraft	81 200
Witness Bizman	By: Shannon O. Radford
Print Name Brinie w Manning	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged current, 2014, by Shannon O. Rad	owledged before me this 17 day of ford, who (is personally known to me, () as identification.
Retary Public - State of Florida Commission #FF109897 My Commission Expires May 31, 2018	Signature of Notary Public
(Notary Seal)	Printed Name of Notary Public

EXHIBIT "A"

Legal Description: County to Radford

Parcel Reference Number: 01-2N-31-4101-000-001

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

Less and except any portion lying within the Right-of-Way of Crowndale Road; said Right-of-Way of Crowndale Road being further described as follows:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = \$ 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = \$ 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54′ 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37′ 50″ W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

EXHIBIT "B"

Legal Description: Radford to County

Parcel Reference Number: 01-2N-31-4101-000-001

That part of the following described property:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = S 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54' 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37′ 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

Lying within the boundaries of the following described property:

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

CONTRACT FOR SALE AND PURCHASE

THIS IS A CONTRACT for Sale and Purchase (Contract), between Shannon O. Radford, whose address is 185 Crowndale Road, Pensacola, Florida 32533 (Seller), and Escambia County, Florida, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502, (Buyer).

1. AGREEMENT. This Contract is being executed in conjunction with that certain Agreement for Sale and Purchase between the parties for the conveyance of property described in the attached Exhibit A. Seller agrees to sell and Buyer agrees to buy the real property and improvements more particularly described in the attached Exhibit B (Property) upon the terms and conditions stated in this Contract. Approval authorizing this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on

^{2.} PURCHASE PRICE; PAYMENT. The Seller shall convey the Property to Buyer as described in attached Exhibit B, which the parties agree has a value of \$47,956.00, in exchange for Buyer's conveyance of the Property described in attached Exhibit A.

^{3.} TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date (Effective Date) of the Contract is the date when the last party signs the Contract.

^{4.} TITLE EVIDENCE. Within 30 days from the Effective Date of the Contract, Buyer shall examine title to the Property. If title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing and specify the defects. If the defects render title unmarketable, Seller has 120 days from receipt of Buyer's notice to remove the defects. Seller shall, if title is found to be unmarketable, use diligent effort to correct the defects in title within the time provided in the Contract. If Seller is unsuccessful in removing the defects within the time provided in the Contract, Buyer may accept title as it then stands or terminate the Contract.

^{5.} ENVIRONMENTAL ASSESSMENT. Buyer may procure a Phase I Environmental Site Assessment of the property from a firm decided by Buyer. Buyer may terminate this agreement if the Site Assessment Report shows the environmental status of the property to be in a condition unacceptable to prudent buyers and lenders.

^{6.} SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been

furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanics liens exceptions. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

- 7. DOCUMENTS FOR CLOSING. Buyer's attorney must prepare and furnish all documents for closing including, but not limited to, the Contract for Sale and Purchase, Satisfaction of Conditions Precedent to Closing, Seller's Affidavit, Settlement Statement, Warranty Deed and Public Disclosure of Interest Form required by Section 286.23, Florida Statutes.
- 8. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Buyer); Title Insurance (Buyer); Document Preparation Fee (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Costs to cure title defects and encumbrances (Seller).
- 9. BROKERS. Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.
- or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.
- 11. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.
- 12. CLOSING. This transaction will be closed and the Warranty Deed and other closing documents delivered to Buyer at the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502.
- 13. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed in accordance with a settlement statement signed by both parties.
- 14. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or

refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

- 15. ATTORNEY FEES; COSTS. In connection with any litigation arising out of the Contract, each party is responsible for its own attorneys' fees and costs.
- 16. SURVIVAL. It is understood and agreed that all representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.
- 17. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.
- 18. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.
- 19. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.
- 20. OTHER AGREEMENTS. Except as noted herein, no prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract are valid or binding upon the parties unless in writing and executed by the parties to be bound.
- 21. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:

Escambia County 221 Palafox Place Pensacola, Florida, 32502 TO SELLER:
Shannon O. Radford
185 Crowndale Road
Pensacola, Florida 32533

WITH A COPY TO:

Escambia County Attorney's Office 221 Palafox Place, Suite 430 Pensacola, Florida 32502

- 22. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contract by signing a counterpart.
- 23. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases or subordination from any mortgage or existing leases.
- 24. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects and the provisions of Paragraph 4 shall apply.
- 25. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.
- 26. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives have the right of access to the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.
- 27. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.
- 28. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

29. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Notary Seal)

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST:	Pam Childers Clerk of the Circuit Court	
		Lumon J. May, Chairman
Depu (Seal)	ity Clerk	This document approved as to form and legal splitting. By Title Authorny Gruny Title
Witness &	Bernie W Marking	Date 122, 2614
Print Name Witness Print Name	BIR	Shannon O. Radford
STATE OF		SAGINON O. PAGIOTO
The September produced cur	, 2014, by Shannon O. Ra	nowledged before me this day of dford, who () is personally known to me, () as identification.
	BERNIE W. MANNING Notary Public - State of Florida	Signature of Notary Public Bergie W Manning
	Commission Expires	Printed Name of Notary Public

EXHIBIT "A"

Legal Description: County to Radford

Parcel Reference Number: 01-2N-31-4101-000-001

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

Less and except any portion lying within the Right-of-Way of Crowndale Road; said Right-of-Way of Crowndale Road being further described as follows:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = S 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54' 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37′ 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

EXHIBIT "B"

Legal Description: Radford to County

Parcel Reference Number: 01-2N-31-4101-000-001

That part of the following described property:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = \$ 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = \$ 02° 00' 43" W); thence run South 04° 54' 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37′ 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

Lying within the boundaries of the following described property:

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

NOTICE OF INTENT TO EXCHANGE COUNTY PROPERTY

NOTICE IS HEREBY GIVEN in accordance with Section 125.37, Florida Statutes, that the Board of County Commissioners of Escambia County, Florida, will consider at a public meeting to be held at 9:00 a.m. on October 16, 2014, in the Board Chambers, 221 Palafox Place, Pensacola, Florida 32502, adopting a resolution authorizing the exchange of real property owned by Escambia County for real property owned by Shannon O. Radford, with closing costs being paid in accordance with the terms of the Agreement for Sale and Purchase and Contract for Sale and Purchase executed by the parties.

The following is the legal description of the property presently owned by Escambia County:

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

Less and except any portion lying within the Right-of-Way of Crowndale Road; said Right-of-Way of Crowndale Road being further described as follows:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = S 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54' 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37' 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = 810° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

The following is the legal description of the property that Escambia County will receive in exchange for the above-described property:

That part of the following described property:

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, lying within 30 feet to either side of the following described centerline:

Commence at the Northwest corner of the Southeast quarter (1/4) of said Section; thence run South 56° 45' 22" East for a distance of 44.11 feet to a Point of Beginning; thence run South 86° 42' 21" East for 1263.52 feet to a point on a circular curve concave to the Southwest and having a radius of 75.00 feet and a central angle of 97° 17' 54"; thence run Southeasterly along the arc of said curve for an arc distance of 127.36 feet (Chord=112.60', Chord bearing = S 38° 03' 25" E); thence run South 10° 35' 32" West for 80.22 feet to a point on a circular curve concave to the East having a radius of 500.00 feet and a central angle of 11° 28' 42"; thence run Southerly along the arc of said curve for an arc distance of 100.17 feet (Chord= 100.00', Chord bearing = S 04° 51' 11" W to a point of reverse curve on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 05° 47' 46"; thence run Southerly along the arc of said curve for an arc distance of 50.58 feet (Chord = 50.56', Chord Bearing = S 02° 00' 43" W); thence run South 04° 54' 37" West for a distance of 293.07 feet to a point on a circular curve concave to the West having a radius of 500.00 feet and a central angle of 09° 26' 26"; thence run Southerly along the arc of said curve for an arc distance of 82.39 feet (Chord = 82.29', Chord bearing = S 09° 37' 50" W) to a point of reverse curve of a circular curve concave to the East having a radius of 500.00 feet and a central angle of 07° 21' 54"; thence run along the arc of said curve for an arc distance of 64.27 feet (Chord = 64.23', Chord bearing = S 10° 40' 06" W); thence run South 06° 59' 09" West for 244.54 feet to a Point of Termination. Containing 3.11 acres more or less.

Lying within the boundaries of the following described property:

Commence at the Northwest corner of the Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 1 North, Range 31 West, Escambia County, Florida and running thence due South 100 feet parallel to the West line of said Section for Point of Beginning; thence continue due South 80 feet; thence due East parallel to the North and South Section line of said Section a distance of 280 feet; thence North parallel to the East line of said Section a distance of 80 feet; thence due West parallel to the North of said Section a distance of 280 feet to the Point of Beginning.

All interested parties may appear at the public meeting and be heard with respect to the proposed exchange.

Any person who wishes to challenge a decision made with respect to the matter considered at the public meeting will need a record of the proceedings. Since the Board of County Commissioners does not make verbatim records of its meetings, such person may need to independently secure a record, which should include the testimony or evidence on which the challenge is to be based.

In accordance with the Americans With Disabilities Act, persons needing special accommodation or an interpreter to participate in the public meeting should contact Angela Crawley, Program Coordinator, Office of the County Administrator (850) 595-4900, at least seven days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Source: Escambia County Property Appraiser

Navigate Mode Account Reference

Restore Full Page Version

General Information

Reference: 021N314101000001

Account: 112470115

Owners: RADFORD SHANNON O Mail: 185 CROWNDALE RD

CANTONMENT, FL 32533

Situs: 310 CROWNDALE RD 32533

Use Code: MOBILE HOME

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: \$1 Land: \$7,195

Total: \$7,196

Save Our Homes: \$0

Disclaimer

Amendment 1/Portability Calculations

Sales Data

MLS Listing #458029

Official Records (New Window)

04/10/2010 6616 1918 \$8,700 WD

Sale Date Book Page Value Type

View Instr 03/1996 3938 996 \$500 WD View Instr

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

2013 Certified Roll Exemptions

None

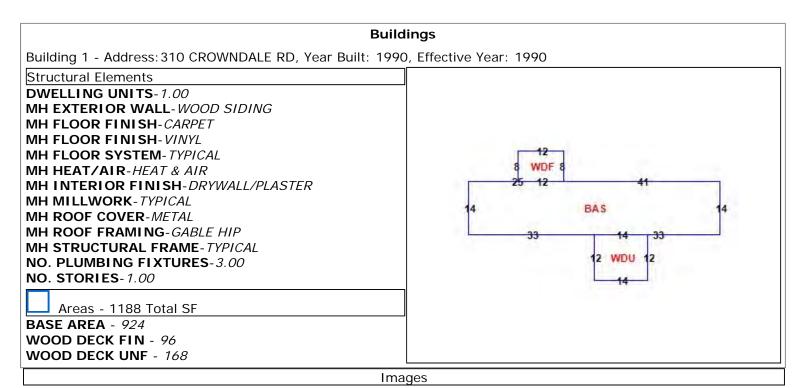
Legal Description

BEG AT NW COR OF NE1/4 OF SE1/4 S 100 FT FOR POB E 280 FT S 80 FT W 280 FT N 80 FT TO POB...

Extra Features

None





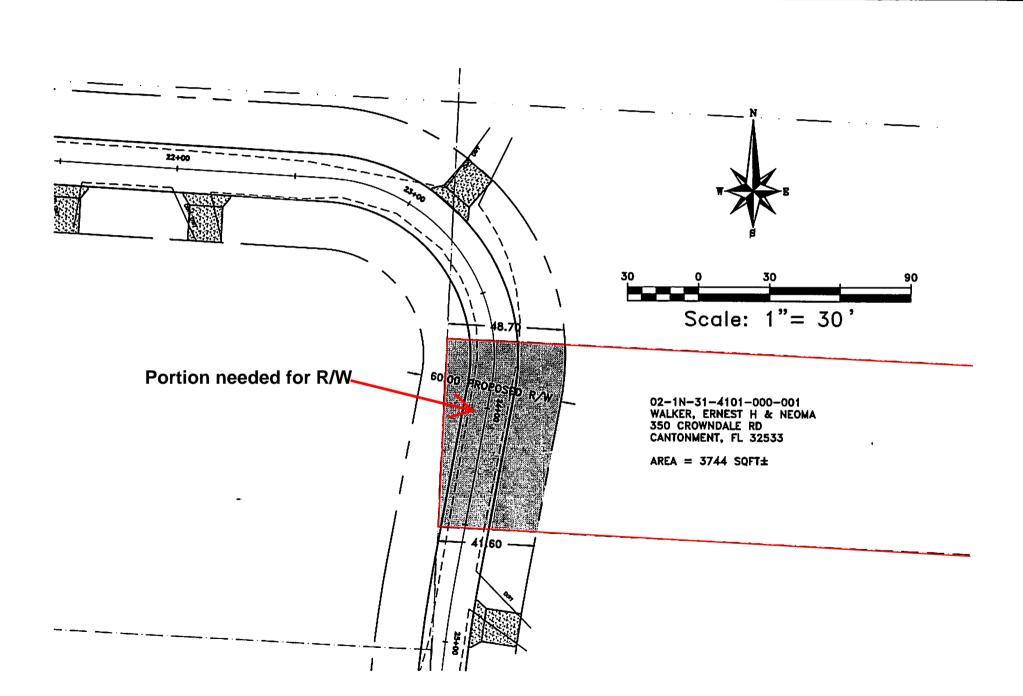




8/25/10

6/3/14

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





Carlan Killer Consuling Group.

> GHT OF WAY SKETC SUBJECT TO FIELD VERIFICATION

> > CROWNDALE RD

DATE: 01-08-02 00-08-02 00-08-02 00-08-02 PROJECT ENGINEER PROJECT MANAGER TRAIRE

C.C.G. MUMBS

REVISIONS:

SHEET:

Crowndale Road A portion of parcel: 02-1N-31-4101-000-001

WARRANTY DEED

THIS INDENTURE, made and entered into this 22 da Walker and Neoma Walker had day of , 2002, by and between Ernest H. Walker and Neoma Walker, husband and wife, whose address is 350 Crowndale Road, Cantonment, FL 32533 as Grantor, and Escambia County, Florida, a political subdivision of the State of Florida, whose address is 223 Palafox Street, Pensacola, Florida 32501, as Grantee.

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these present does hereby grant, bargain, sell and convey unto the said Grantee, its successor and assigns forever, the real property described in Exhibit "A" attached hereto, lying and being in Escambia County, Florida.

And the Grantor does hereby fully warrant the title to said lands and will defend the same against the lawful claims of all persons whomsoever, except for taxes for the year of 2002 subsequent to the day of transfer. Grantor does hereby waives any and all right to compensation for the property other than as provided herein. THE WARRANTIES OF THIS DEED ARE LIMITED TO THE PERIOD OF TIME THE SAID GRANTOR HAS OWNED SAID LAND.

Provided, however, the GRANTORS reserve unto themselves, their successors or assigns, ALL minerals, including oil and gas, on, in, or under said land, but as long as said land shall be used for Public, State or Federal highway purposes, GRANTORS shall not be permitted to use the surface of said land for purposes of drilling, mining, or extracting minerals on, in, or under said land or in anywise using the surface of said land in any manner inconsistent with the use as a Public, State or Federal highway.

IN WITNESS WHEREOF, the said Grantor has hereun	to set their hands and seal on the day and year first above
written.	2 22 31 31 31 31 31 31 31 31 31 31 31 31 31
J & A Solum	GRANTOR:
Print or Type Name	VE. W. Walker
Witness X Weom A WALITER	Ernest H. Walker
Print or Type Name	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before me Ernest H. Walker, who is (V) personally known to me, () pr	this 20 May of DCTOBER, 2002, by
driver's license as identification, and/or () produced current a	
(Notary Seal must be affixed)	Motar Public BOHANNON
	Notary Name Printed
"OFFICIAL SEAL"	Commission Expires:
R. J. BOHANNON My Commission Expires Oct. 14, 2006	

Comm. No. DD 80895

DEED DOC STAMPS PD @ ESC CO 0.70 11/01/02, ERNIE LEE MAGAHA,

IN WITNESS WHEREOF, the said Grantor has hereu	into set their hands and seal on the day and year first above
Molum	GRANTOR: OR BK 5003 PG18 Escambia County, Flor INSTRUMENT 2002-024
Print or Type Name	Neoma Walker
Witness Print or Type Name	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before m Neoma Walker, who is () personally known to me, () driver's license as identification, and/or () produced current	produced current Florida/Other
(Notary Seal must be affixed) "OFFICIAL SEAL" R. J. BOHANNON My Commission Expires Oct. 14, 200 Comm. No. DD 80865	Notary Public Bo HArror Notary Name Printed Commission Expires: Commission Number:
ACCEF	PTANCE
of	ublic use by the Chairman, on this 24 day Board of County Commissioners of Escambia County, Florida
	BOARD OF COUNTY COMMISSIONERS FEGAMBIA COUNTA, FLORIDA Marie Young, Chairman
ATTEST: ERNIE LEE MAGAHA CLERK OF THE CIRCUIT COURT	
Deputy Clork	
SEAL DE	

This deed was prepared by the Escambia County Engineering Department 1190 West Leonard Street, Pensacola, Fl. 32501 under the supervision of the County Attorney's Office Return original Document after Recording to County Engineering 1190 West Leonard Street Pensacola, Fl. 32501 Parcel I.D. 02-1N-31-4101-000-001

OR BK 5003 PG1873 Escambia County, Florida INSTRUMENT 2002-024212

RCD Nov 01, 2002 11:42 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2002-024212

Exhibit "A"

Walker, Ernest 350 Crowndale Road Cantonment, FL 32533

That part of:

A parcel of property in the Northeast quarter of Section 2, Township 1 North, Range 31 West, in Escambia County, Florida, more particularly described as follows:

Beginning at the Northwest corner of the Northeast ¼ of the Southeast ¼, run South for a distance of 100 feet for the Point of Beginning, thence East 280 feet, South 80 feet, West 280 feet, North 80 feet to the Point of Beginning. Official Record Book 3938 P 996

LESS

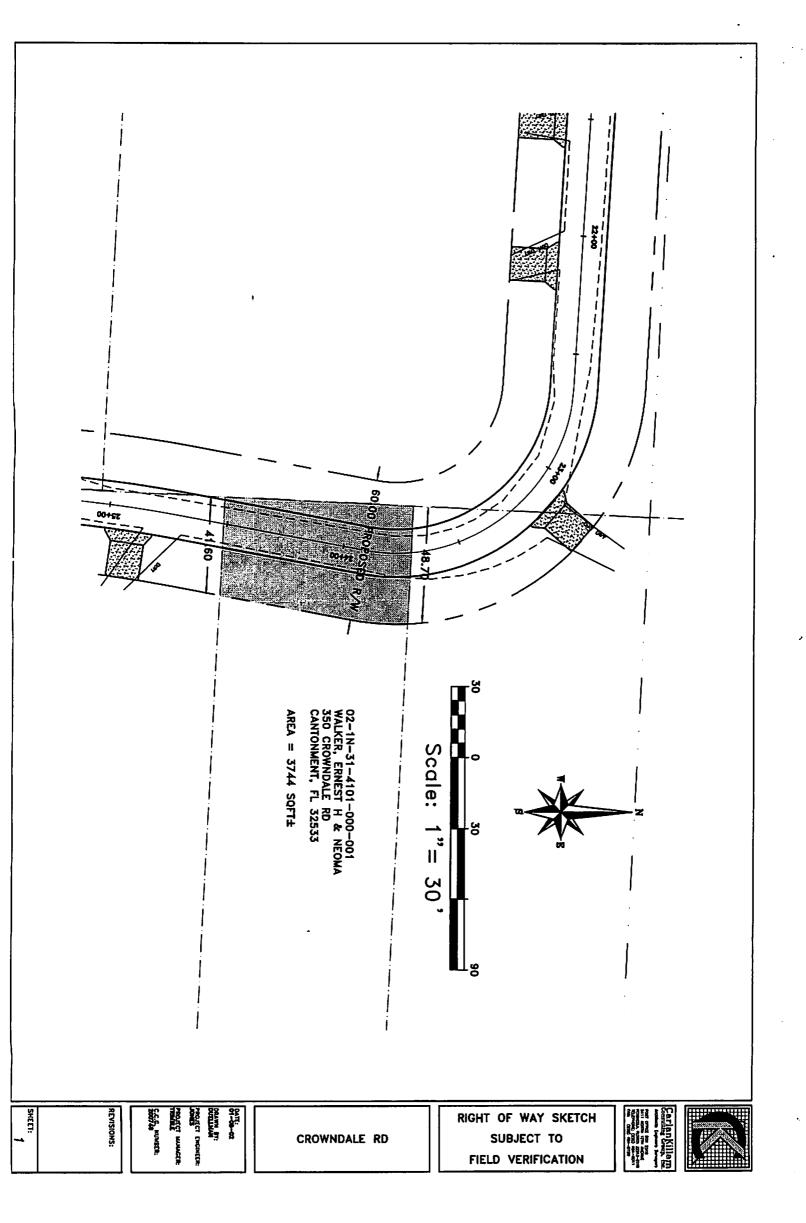
Lying within the boundaries of the following described parcel:

Description of Right of Way

A portion of Section 2, Township 1 North, Range 31 West, Escambia County, Florida, for County road right of way being 30 feet to either side of the described centerline, being more particularly described as follows:

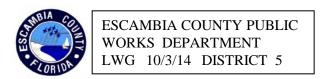
COMMENCE AT NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE RUN SOUTH 56°45'22" EAST FOR A DISTANCE OF 44.11 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 86°42'21" EAST FOR 1263.52 FEET; TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 97°17'54"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 127.36 FEET (CHORD = 112.60'; CHORD BEARING = S 38°03'25" E); THENCE RUN SOUTH 10°35'32" WEST FOR 80.22 FEET; TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 11°28'42"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AND ARC DISTANCE OF 100.17 FEET (CHORD = 100.00'; CHORD BEARING = \$04°51'11"W); TO A POINT OF REVERSE CURVE ON A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 05°47'46"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 50.58 FEET (CHORD = 50.56'; CHORD BEARING = S02°00'43"W); THENCE RUN SOUTH 04°54'37" WEST FOR A DISTANCE OF 293.07 FEET; TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 09°26'26"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 82.39 FEET (CHORD = 82.29'; CHORD BEARING = S09°37'50"W); TO A POINT OF REVERSE CURVE OF A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 07°21'54" THENCE RUN ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 64.27 FEET (CHORD = 64.23': CHORD BEARING = \$10°40'06"W): THENCE RUN SOUTH 06°59'09" WEST FOR 244.54 FEET TO A POINT OF TERMINATION. CONTAINING 3.11 ACRES MORE OR LESS.

(Subject to field verification)



EXCHANGE OF PROPERTIES / CROWNDALE ROAD





RADFORD PROPERTY @ 185 CROWNDALE ROAD

PORTION NEEDED FOR COUNTY RIGHT-OF-WAY ON CROWNDALE ROAD



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6872 County Administrator's Report 9. 9. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Speed Reductions - Multiple Roadways

From: Joy D. Blackmon, P.E.

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Speed Reductions - Multiple Roadways - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the filing of traffic restrictions - speed reductions, per the requirements of Ordinance Number 2003-26, which authorizes the County Engineer to place restrictions on the movement of traffic on County roadways and streets:

A. Adopt the Resolution establishing the speed limit for the reduction in speed, from 30 miles per hour to 25 miles per hour, for the following roadway segments:

- 1. Ira Drive, from East Olive Road to Atwood Drive;
- 2. Atwood Drive, from Ira Drive to North Hilburn Road; and
- 3. North Hilburn Road, from East Olive Road to Atwood Drive; and
- B. Authorize the Chairman to sign the Resolution.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations]

BACKGROUND:

The Transportation & Traffic Operations Division received requests from citizens to lower the speed limit on these roads. After evaluating the condition of the roadways and the requests for lower speed limits, County staff supports the reductions based on the roadway geometrics.

The Board is authorized under Sections 316.006 (3)(a)(b), 316.008(1)(j) and 316.189(2)(a) of the Florida Statutes (2009) to establish regulations on County roadways and streets. Volume 1, Chapter 94, Article I, Section 94-1 of the Escambia County Code of Ordinances (Ordinance No. 2003-26), authorizes the County Engineer to place

restrictions on the movement of traffic on County roadways and streets. This authorization requires the County Engineer to file quarterly, for Board ratification by Resolution, a list of all limitation orders established under this section.

BUDGETARY IMPACT:

Funds are budgeted in Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 53401, for Sign Installations.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The appropriate speed limit signs have been installed on all roadways. Upon adoption, a copy of the Resolution will be forwarded to the Sheriff's Department.

Attachments

Resolution

RESOLUTION NUMBER R2014-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ESTABLISHING THE SPEED LIMIT ON THREE ROADS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to §§316.006(3)(a)(b); 316.008(1)(j), and 316.189(2)(a), Florida Statutes, the Board of County Commissioners ("Board") is authorized to establish speed limit regulations after conducting an investigation; and

WHEREAS, the County Engineer, acting on behalf on the Board, is authorized under Volume 1, Chapter 94, Article I, Section 94-1, Escambia County Code of Ordinances (Ordinance No. 2003-26), to implement speed zones and speed limits as determined by traffic engineering studies on all County roads and highways; and

WHEREAS, the County Engineer is directed to file, quarterly, a list of all limitation orders (traffic restrictions/prohibitions) for Board ratification by resolution; and

WHEREAS, County received requests for a speed reduction from 30 miles per hour to 25 miles per hour for the following three roads; and

WHEREAS, County staff has conducted a speed study on the following roads that is consistent with §§316.189(2)(a), Florida Statutes, and concluded the requests for lower speed limits are reasonable and necessary based upon the layout and design of the roadways; and

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

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the speed study on the following roads requires a reduction in speed from 30 miles per hour to 25 miles per hour:

Ira Drive from E. Olive Road to Atwood Drive Atwood Drive from Ira Drive to N. Hilburn Road N. Hilburn Road from E. Olive Road to Atwood Drive

SECTION 3. That Transportation & Traffic Operations staff previously placed signs in conspicuous locations at each entrance to the above-described locations, which reflect the limitations established herein.

SECTION 4. That these new limitations shall take effect immediately upon adoption of this Resolution by the Board of County Commissioners of Escambia County, Florida.

AI	DOPTED thisday of	2014.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, ALABAMA
ATTEST:	Pam Childers Clerk of the Circuit Court	
		By: Lumon J. May, Chairman
By:	Deputy Clerk	=
(SEAL)	Deputy Clerk	Approved as to form and lega sufficiency.
		By/Title: Alg Ad



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6965 County Administrator's Report 9. 10.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Waiving Road Block Permit Fee

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Waiving a Road Block Permit Fee - Joy D. Blackmon, P.E., Public Works Department Director

That the Board waive a Road Block Permit Fee of \$75, for a block party on October 31, 2014, on La Borde Lane, from Eastpointe Drive to Northpointe Boulevard, requested by Mr. Daniel Price.

BACKGROUND:

Mr. Daniel Price is requesting the temporary closing of La Borde Lane from Eastpointe Drive to Northpointe Boulevard. Mr. Price and his neighbors decorate each Halloween and attract thousands of children annually for trick-or-treat. Last year they had at least 2,000 children going through their portion of the neighborhood trick-or-treating. With cars trying to get through at the same time, it makes for a potentially dangerous situation.

The Board of County Commissioners approved a fee Resolution on September 6, 2007. The current fee for Block Party Permits is \$75.00.

BUDGETARY IMPACT:

Minimal budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If waiver is approved, Transportation and Traffic Operations staff will coordinate with the Road Department, Public Safety, and Mr. Price.

Attachments

<u>Мар</u>

Fee Schedule





La Borde Ln Road Closure



PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

GROWTH MANAGEMENT REPORT – Continued

II. ACTION ITEMS

1. Revised Fee Schedule

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning a revised fee schedule:

1941

- A. Approving (to adopt) the proposed fee Resolution (R2007-159) for the Planning and Zoning, Code Enforcement, and Neighborhood Environmental Services Departments; GIS (Geographic Information Systems); and the Traffic Engineering Division; and
- B. Adopting an annual increase of 5% to all Public Works and Land Management Agency fees, unless specifically exempt by Board Resolution.

2. Lowe's of Ensley

Motion made by Commissioner Robinson, seconded by Commissioner Valentino, and carried unanimously, taking the following action concerning allowing the Lowe's of Ensley, a 17.3-acre development that will be located on Nine Mile Road between McCarty Street and Fowler Avenue, to use the McCarty Street Regional Stormwater Facility for stormwater discharge:

1941

- A. Authorizing Lowe's of Ensley to use the existing McCarty Street Regional Stormwater Facility, upon approval by the Planning and Zoning Department; Lowe's Home Centers, Inc., will make connection to the stormwater facility for the developer at no expense to the County;
- B. Authorizing the Chairman or Vice Chairman to execute the Agreement For Use Of County Stormwater Management Facility with Lowe's Home Centers, Inc., to authorize acceptance of a use fee of \$165,638.95 (cost estimate is provided), in exchange for reserving capacity in the pond for the drainage from the planned Lowe's of Ensley development; and
- C. Granting a 25-foot Drainage Easement with a 100-foot Temporary Construction Easement from Lowe's Home Center, Inc., to construct and maintain the drainage connection.

BCC: 09-06-2007



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

DEPARTMENT:

Planning and Zoning

FROM:

T. Lloyd Kerr, AICP

DATE:

August 21,2007

ISSUE:

Revised Fee Schedule

RECOMMENDATION: That the Board take the following actions:

- A. That the Board approve the proposed fee resolution for Planning & Zoning, Code Enforcement, Neighborhood Environmental Services Departments, GIS and Traffic Engineering Offices.
- B. That the Board adopt an annual increase of 5% to all Public Works and Land Management Agency fees unless specifically exempt by Board Resolution.

BACKGROUND:

The attached fee resolution shows the proposed fees associated with Planning & Zoning, Code Enforcement, Neighborhood Environmental Services Departments, GIS and Traffic Engineering Offices. As part of the budget process this year, the Administration has directed staff to adjust the fees associated with each department/division as needed to reflect actual costs to the General Fund. The County staff has worked with the Board and discussed the proposed fees during (2) separate Committee of the Whole budget workshops.

BUDGETARY IMPACT:

The increased fees will ensure recovery of costs reasonably borne in the delivery of applicable services. This recommendation is consistent with the Board's direction to reduce the budgetary impact to the General Fund. Anticipated revenue for the General Fund is estimated to be \$2.7 million annually.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

2007-001122 BCC Sep. 06, 2007 Page 3

BCC 9-06-2007 RE: Revised Fee Schedule August 21, 2007 Page 2 of 3

PERSONNEL:

No additional personnel are needed.

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

N/A

IMPLEMENTATION REQUIREMENTS:

Once the Board has approved the resolution, the departments will implement the fee schedule on October 1, 2007.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has coordinated with Code Enforcement, Engineering, Neighborhood Environmental Services Departments, and the Traffic Engineering Division. Additionally, the County staff has discussed the fees proposed at (2) separate Committee of the Whole budget workshops.

TLK:JB:dt

C:

Attachments

Robert R. McLaughlin, Assistant County Administrator

Charlie Walker, Code Enforcement

Keith Wilkins, NESD

Larry Newsom, Traffic Engineering

CONCUR:

George Touart, County Administrator

Escambia County Clerk's Original 962001 GMR II-1

2007-001122 BCC Sep. 06, 2007 Page 11 RESOLUTION #R2007-159

RESOLUTION ADJUSTING THE SCHEDULE OF FEES SPECIFIC TO PLANNING AND ZONING, CODE ENFORCEMENT NEIGHBORHOOD ENVIRONMENTAL SERVICES DEPARTMENTS, GIS AND TRAFFIC ENGINEERING OFFICES; PROVIDING FOR AN ANNUAL INCREASE OF 5% TO ALL PUBLIC WORKS AND LAND MANAGEMENT FEES, PROVIDING FOR BOARD EXEMPTIONS BY RESOLUTION, PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to provide Planning and Zoning, Code Enforcement, Neighborhood Environmental, GIS and Traffic Engineering services for the benefit of the citizens of Escambia County; and

WHEREAS, Escambia County, by and through its Board of County Commissioners, is currently providing these services to County residents pursuant to such authorization; and

WHEREAS, the fees presently charged for these services rendered by Escambia County do not adequately reflect the cost incurred in providing them; and

WHEREAS, the Board of County Commissioners has determined that these fees should be adjusted to shift the cost to the consumers of these services rather than the General Fund; and

WHEREAS, the fee schedule attached hereto as Exhibit A accurately reflects the costs of providing these services; and

WHEREAS, it has been concluded by the Board of County Commissioners that in order to provide adequately for the health, safety, and welfare of the residents of Escambia County, the fee schedule revisions established herein are now in the best interest of the County,

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

- Section 1. The above recitations are true and correct and hereby adopted.
- Section 2. That the Board of County Commissioners shall provide Planning and Zoning, Code Enforcement, Neighborhood Environmental, GIS and Traffic Engineering services in Escambia County pursuant to the following fee schedule, attached hereto as Exhibit A and incorporated herein:
- Section 3. That customary Public Works and Land Management Agency fees be increased annually by five per cent (5%). The recommended fee increases shall be forwarded to the Board of County Commissioners for its approval prior to actual implementation.

2007-001122 BCC Sep. 06, 2007 Page 12

Section 4. That the Board of County Commissioners shall be able to specifically exempt some or all Public Works or Land Management Fees from the annual increase by resolution.

Section 5. That said fees shall become effective on the 1st day of October, 2007.

ADOPTED this 6th day of September, 2007

BOARD OF COUNTY COMMISSIONERS

ESCAMBJA COUNTY, FLORIDA

Kevin White, Chairman

ATTEST: Emie Lee Magaha

Clerk of the Circuit Court

Deputy Clerk

Date Executed

9-11-2007

2007-001122 BCC Sep. 06, 2007 Page 13

P&Z: Front Counter	Existing Fee	Proposed Fee	1	Fee Code
	 	\$85		WLANDUSE1C
LU Cert. Comm. Site Renovation LU Cert. Residential Site Renovation	\$60 \$57	\$85		WLANDUSE1R
		\$100		WLANDUSE2C
U Cert. Comm. Site New Development U Cert. Res. Site New Development	\$80 \$70	\$100		WLANDUSE2R
	\$26	\$40		WLCONSULT
U Cert Fences	\$50	\$75		WLSITEALCO
Site Insp. Alcohol	\$50	\$75		WLSITEOFF
Off Premise Signs/Billboards		\$75 \$75		WLSITEOTHE
Site Insp. For Non-DRC approved signs	\$50	\$75 \$75		WLSBWSTFC
Admin. Variance to Setbacks Comm.	\$50			WLSBWSTFR
Admin. Variance to Setbacks Resident.	\$47	. \$75		
and Use Letter	\$0	\$25	+	WLRESEARCH
Zoning Verification (written)	\$0	\$25		WLRESEARCH
ot of Record Research	\$0	\$25		WLRESEARCH
Mult. (3 or more) Requested verifications	\$0	\$25		WLRESEARCH
Zoning Verification Computer	\$0	\$10	New	WLCOMPVER
P&Z: DRC Permit Type				
Site Plan - Major	\$1,000	\$2,500	1	DSPRONONRE
Site Plan - Minor	\$500	\$1,000		DSPMINOR
Prelim. Plat	\$750	\$1,000	1	DSUBPLAT
Final Plat	\$750	\$1,000	1	DSUBFNLPLT
Stormwtr Mgmt Plan	\$150	\$250		WSPEXEMPT
and Dist. Permit	\$95-155	\$250	1	NLANDDIST
	\$750	\$250 \$750		DSUBPLAT
Minor Subdivision		\$3,500	New	DSPPUD
PUD	\$1,200	\$3,500	New	WREINSPFIN
Final Re-Inspection	\$0		4	WPIPEVIDEO
Pipe Video Inspection	\$0	150/hr; 3 hr min.	New	WHIPEVIDEO
P&Z: Re-Zoning Hearing Examiner		,		
Rezoning Request	\$600	₹1,500		ZREZONE
Rezoning (Multiple Parcels)	\$650	\$2,500		ZPHREZMULTI
(each additional parcel)	\$50	\$100	New	ZPREZONEAD
P&Z: Board of Adjustment		;		
BOA Variance	\$200	\$500		ZVARIANCE
			 	ZCONDITION
POA Conditional Hea	1 C/100	\$1.500		
BOA Conditional Use	\$400	\$1,500	+	
BOA Administrative Appeal	\$400	\$800	New	ZAPPEAL
BOA Administrative Appeal BOA Vested Rights	\$400 \$400	\$800 \$800	New	ZAPPEAL ZVESTED
BOA Conditional Use BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension	\$400	\$800	New	ZAPPEAL
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board	\$400 \$400 \$100	\$800 \$800 \$250	New	ZAPPEAL ZVESTED ZEXTENSION
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend.	\$400 \$400 \$100 \$350	\$800 \$800 \$250 \$3,500	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend.	\$400 \$400 \$100 \$350 \$350	\$800 \$800 \$250 \$3,500 \$2,500	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation	\$400 \$400 \$100 \$350	\$800 \$800 \$250 \$3,500	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend.	\$400 \$400 \$100 \$350 \$350	\$800 \$800 \$250 \$3,500 \$2,500	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement	\$400 \$400 \$100 \$350 \$350	\$800 \$800 \$250 \$3,500 \$2,500	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation	\$400 \$400 \$100 \$350 \$350	\$800 \$800 \$250 \$3,500 \$2,500 \$250	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation	\$400 \$400 \$100 \$350 \$350	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3540
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee	\$400 \$400 \$100 \$350 \$350	\$800 \$800 \$250 \$3,500 \$2,500 \$250	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD:	\$400 \$400 \$100 \$350 \$350 \$250	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy		ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3540 3434
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation	\$400 \$400 \$100 \$350 \$350 \$250	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3544 3544 NWETEVAL
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Dock permit evaluation	\$400 \$400 \$100 \$350 \$350 \$250 \$250	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy	New New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3544 3544 NWETEVAL NDOCKEVAL
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Dock permit evaluation Wetland/Env. Sensitive verification	\$400 \$400 \$100 \$350 \$350 \$250 \$250	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25	New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3540 3434 NWETEVAL NDOCKEVAL NWETVER
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Dock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres	\$400 \$400 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100	New New New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Oock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey 10 - 49 acres	\$400 \$400 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25	New New New New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE10
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Oock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey >50 acres	\$400 \$400 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130 \$180	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25 \$100 \$200 \$300	New New New New New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE10 NSWSITE50
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Oock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey >50 acres	\$400 \$400 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25	New New New New	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE10
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Oock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey >50 acres Permit Violation	\$400 \$400 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130 \$180	\$800 \$800 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25 \$100 \$200 \$300	New New New New New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE10 NSWSITE50
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Dock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey >50 acres Permit Violation Sand Permit	\$400 \$400 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130 \$180	\$800 \$800 \$250 \$250 \$2,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25 \$100 \$25	New New New New New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE NSWSITE10 NSWSITE50 NVIOLATION
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Dock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey >50 acres Permit Violation Sand Permit Free removal 2 trees plus mitigation	\$400 \$400 \$100 \$100 \$350 \$350 \$250 \$250 \$0 \$0 \$0 \$0 \$0 \$180 \$0 \$180 \$25 \$25	\$800 \$800 \$250 \$250 \$3,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25 \$100 \$25 \$100 \$25 \$100 \$25 \$100	New New New New New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3544 3540 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE NSWSITE NSWSITE10 NSWSITE50 NVIOLATION NSANDPL
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Dock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey 10 - 49 acres Site Specific Survey 10 - 49 acres Permit Violation Sand Permit Free removal 2 trees plus mitigation Free Mitigation	\$400 \$400 \$100 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130 \$180 \$0 \$25 \$50 \$10	\$800 \$800 \$250 \$250 \$2,500 \$2,500 \$2,500 \$100 \$50-500 \$0,375/cy \$50 \$100 \$25 \$100 \$25 \$100 \$25 \$100 \$25	New New New New New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3544 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE NSWSITE10 NSWSITE50 NYJOLATION NSANDPL NTREE
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Ock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey 10 - 49 acres Site Specific Survey >50 acres Permit Violation Sand Permit Tree removal 2 trees plus mitigation Tree Mitigation Large Area Artificial Reef Site	\$400 \$400 \$100 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130 \$180 \$0 \$25 \$50 \$10 \$25	\$800 \$800 \$250 \$250 \$2,500 \$2,500 \$2,500 \$100 \$50-500 \$0,375/cy \$50 \$100 \$25 \$100 \$200 \$300 4x fee \$50 \$100 \$200 per tree \$100	New New New New New Code New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3544 3544 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE NSWSITE10 NSWSITE50 NVIOLATION NSANDPL NTREE NTREEMITI NARC
BOA Administrative Appeal BOA Vested Rights BOA Dev. Order Extension P&Z: Planning Board Planning Board: Large Scale Amend. Planning Board: Small Scale Amend. Planning Board: Req. for Interpretation Code Enforcement Litter Violation Repeat Offender Code Violation CDD&D Fee NESD: Wetland/Env. Sensitive evaluation Ock permit evaluation Wetland/Env. Sensitive verification Site Specific Survey <10 acres Site Specific Survey 10 - 49 acres Site Specific Survey >50 acres Permit Violation Sand Permit Tree removal 2 trees plus mitigation Tree Mitigation Large Area Artificial Reef Site Perdido Key Beach renoursh MSTU	\$400 \$400 \$100 \$100 \$350 \$350 \$250 \$0 \$0 \$0 \$65 \$90-130 \$180 \$0 \$25 \$50 \$10	\$800 \$800 \$250 \$250 \$2,500 \$2,500 \$250 \$100 \$50-500 \$0.375/cy \$50 \$100 \$25 \$100 \$25 \$100 \$25 \$100 \$200 \$300 4x fee \$50 \$100 \$200 per tree	New New New New New Code	ZAPPEAL ZVESTED ZEXTENSION ZPHCOMPPLN ZPHSMCOMP ZPBINTERP 3544 3544 3434 NWETEVAL NDOCKEVAL NWETVER NSWSITE NSWSITE NSWSITE10 NSWSITE50 NYJOLATION NSANDPL NTREE NTREEMITI
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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6960 County Administrator's Report 9. 11.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Acceptance of a Drainage Easement Located at 11640 Chanticleer

Drive

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of a Drainage Easement Located at 11640 Chanticleer Drive - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the acceptance of the donation of a 20-foot-wide drainage easement (approximately 0.09 acres), located at 11640 Chanticleer Drive, from Joseph A. and Angelina A. Yannuzzi, for the Chanticleer Drainage Project:

A. Accept the donation of a 20-foot-wide drainage easement (approximately 0.09 acres), located at 11640 Chanticleer Drive, from Joseph A. and Angelina A. Yannuzzi, for the Chanticleer Road Drainage Project;

- B. Authorize the payment of documentary stamps as the easement is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this drainage easement, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize staff to prepare, and the Chairman or Vice Chairman to accept the Drainage Easement as of the day of delivery of the Drainage Easement to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

[Funding: Fund 112, Disaster Recovery, Cost Center 330493, Object Codes 54612/56101, Project #ESDPW46]

BACKGROUND:

The County has a project in design to make stormwater drainage improvements in the Chanticleer Subdivision area located just south of Gulf Beach Highway. The recent flooding event identified this area as needing stormwater improvements and it is anticipated that the County will be reimbursed some FEMA funding relative to this drainage project. There was an existing drainage pipe located along the west side of the property at 11640 Chanticleer Drive, but there has never been an easement granted to the County. The owners, Jack and Angelina Yannuzzi have agreed to donate the easement to the County to facilitate the project, which is designed and ready to go out to bid.

Board approval is required for the Board's acceptance of the donated drainage easement.

BUDGETARY IMPACT:

Funds for this project are available in Fund 112, "Disaster Recovery," Cost Center 330493, Object Codes 54612/56101, Project #ESDPW46.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Drainage Easement was 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 Codes.

Attachments

Drainage Easement
parcel
Map

This document was prepared by: Stacey S. Ward Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

A Portion of 22-3S-31-7000-110-002 Chanticleer Drainage Project

STATE OF FLORIDA COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this day of day o

WITNESSETH:

WHEREAS, the Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 22, Township 3 South, Range 31 West, Escambia County, Florida;

WHEREAS, the Grantors are the owners of the real property, over, across and upon which Grantee proposes to construct and maintain said drainage easement;

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

Exhibit "A"

GRANTORS also do hereby grant, bargain, convey, transfer, dedicate and deliver to Grantee the right to clear, keep clear, and remove from the drainage easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement area or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the easement area, Grantors, their successors and assigns, agree not to build, construct or create or permit others to build, construct or create any building or other structures in the drainage area that may interfere with the location, excavation, operation or maintenance of the drainage or any structures installed thereon. Easily removable improvements, such as fences may be constructed with the prior consent of Grantee.

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

TO HAVE AND TO HOLD said drainage easement upon the said Grantee and its successors and assigns forever.

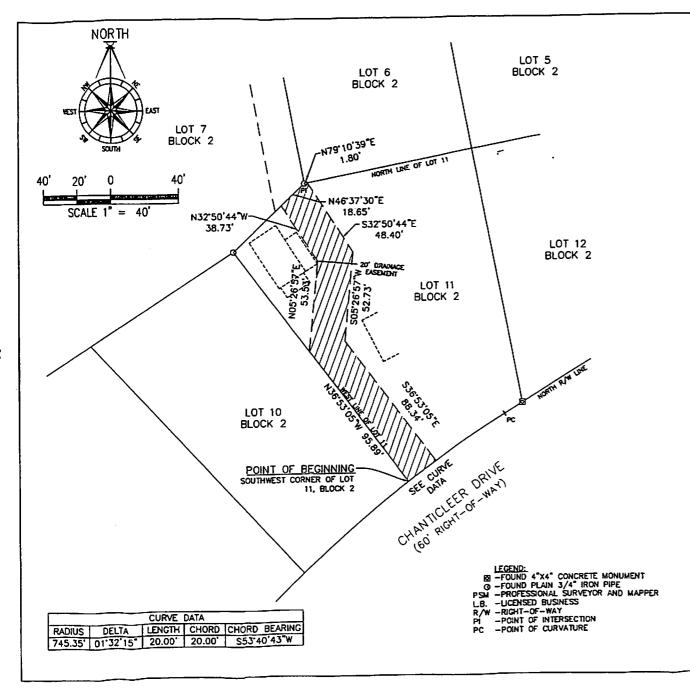
GRANTORS do hereby covenant with Grantee that they are lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit the Grantee from using the easement area for drainage, and Grantors hereby waive any right to compensation for Grantee's use of the drainage easement area and an appraisal of the drainage easement area unless otherwise provided for herein.

in the presence of:	
Witness Bernie Maning Witness Brint Name Print Name By Jode	By: Joseph A. Yamnuzzi
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before A. Yannuzzi. He () is personally known to me or (E as is	
(Notary Seal) BERNIE CANNING Notary Price State of Florida Notary Price State of Florida Commission OFF109897 In Commission Expires 11, 2016	Signature of Notary Public Printed Name of Notary Public
Witness Print Name Branic W. Mannid Witness Print Name Bry Dada	By: Angelina A. Yannuzzi
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged before Angelina A. Yannuzzi. She () is personally known to n	ne or has produced current
(Notary Seal) W. MANNING No. State of Florida Casa Sealon #FF109897 Casa Sealon #FF109897	Signature of Notary Public Brinic W Manning Printed Name of Notary Public

ACCEPTANCE

Florida at its i	meeting held on	by the Board of County Commissioners of Escambia County
		BOARD OF COUNTY COMMISISONERS ESCAMBIA COUNTY, FLORIDA
		Lumon J. May, Chairman
ATTEST:	Pam Childers Clerk of the Circuit, Court	
Deputy C	llerk 44.	
		This document approved as to form and legal sufficiency. By Blook Title Ast. County Athory Date Aug. 28, 2014

HNIE



SERVEYERS MOTES:
DISS SERVEY WAS PREPARED FOR DIS CLEENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PROPOSES WITHOUT FROM CHEEDIT FROM DISS SERVEYOR.
ALL LEUSSBEDIENTS WERE MADE ROCKORDER TO HER DISTRIBUTION STANDARD FOOT.
NO TITLE RESPERANCE WAS PERFORACIO BY THIS SERVETION, NOR WEST, WE PROPOSED BY WITH SUCK

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APPEAR ON THE FACT OF THIS PLAT.

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CHANDELER SECRETARIA, PLAT BOOK 1, PAGE 8.

DESCRIPTION AS AS SHEET.
THE CENTRAL OF AUTOMOBILE HAVE FOR KAN LAND PLANDING, LLC., IS LE. 7918.

INC DEVAIDES AS SHOWN KEPEDN ARE INSPERIORD FROM U.S.C.S. EDICHMARK No. 3 CMP, IMARIC A PUBLISHED DEVAIDEN OF 20.07" (MANUTER).

DESCRIPTION: (AS PROVIDED BY UNDERSIGNED AT CLIENTS REQUEST) A 20' WIDE DRAINAGE EASEMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 2, CHANTICLEER SUBDIMISION. BEING A SUBDIVISION OF A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA: WEST, ESCAMBIA COUNTY, FLORIDA:
THENCE GO NORTH 35 DEGREES 53 MINUTES 05 SECONDS EAST ALONG THE WEST
LINE OF SAID LOT 11 A DISTANCE OF 95.89 FETT;
THENCE DEPARTING SAID WEST LINE GO NORTH 05 DEGREES 26 MINUTES 57
SECONDS EAST A DISTANCE OF 53.53 FEET;
THENCE GO NORTH 32 DEGREES 50 MINUTES 44 SECONDS WEST A DISTANCE OF
38.73 FEET TO A POBRY ON THE NORTH LINE OF SAID LOT 11;
THENCE GO NORTH 46 DEGREES 37 MINUTES 30 SECONDS EAST ALONG THE NORTH
LINE OF SAID LOT 11 A DISTANCE OF 18.65 FEET TO A POINT OF INTERSECTION;
THENCE GO NORTH 32 DEGREES 10 MINUTES 39 SECONDS EAST ALONG THE NORTH
LINE OF SAID LOT 11 A DISTANCE OF 18.65 FEET TO A POINT OF INTERSECTION;
THENCE GO NORTH 32 DEGREES 10 MINUTES 39 SECONDS EAST ALONG THE NORTH THENCE CO NORTH 79 DEGREES 10 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 11 A DISTANCE OF 1.80 FEET; THENCE DEPARTING SAID NORTH LINE GO SOUTH 32 DEGREES 50 MINUTES 44 SECONDS EAST A DISTANCE OF 48.40 FEET; THENCE GO SOUTH 05 DEGREES 26 MINUTES 57 SECONDS WEST A DISTANCE OF 52.73 FEET: THENCE GO SOUTH 36 DEGREES 53 MINUTES OF SECONDS EAST A DISTANCE OF 88.34 FEET TO A POINT ON THE CURVED NORTH RIGHT-OF-WAY LINE OF CHANTICLEER DRIVE (60' RIGHT-OF-WAY);
THENCE GO ALONG THE ARC OF SAID CURVE AND NORTH RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET (DELTA ANGLE- 01'32'15", CHORD BEARING SSJ'40'43"W. CHORD DISTANCE 20.00) TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 22, TOWNSHIP
3 SOUTH, RANGE 31 WEST ESCANBIA COUNTY, FLORIDA AND CONTAINS 0.09 ACRES, MORE OR LESS.

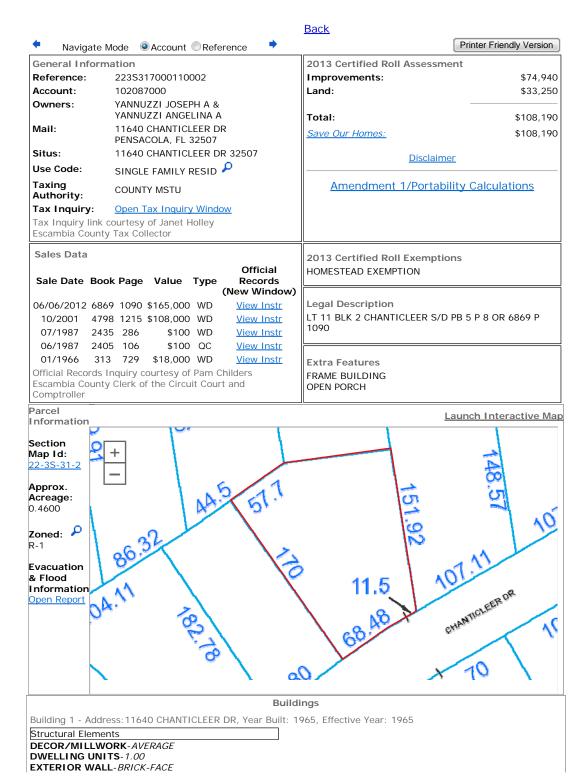
NOT A BOUNDARY SURVEY

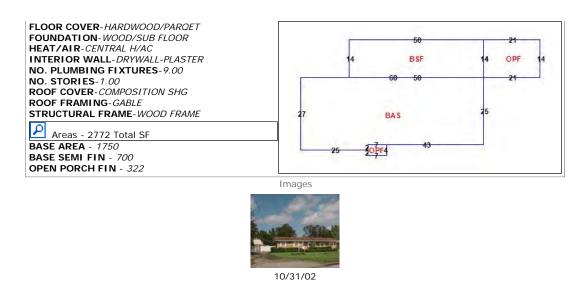
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ECPA Home



Real Estate Search Sale List Amendment 1/Portability Calculations





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

Last Updated: 07/01/2014 (tc.1822)

Chanticleer Drainage Project





ESCAMBIA COUNTY ENGINEERING DEPARTMENT

SSW 10/1/14 DISTRICT 2



Joseph & Angelina Yannuzzi 11640 Chanticleer Drive 22-3S-31-7000-110-002



20' Drainage Easement



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6957 County Administrator's Report 9. 12.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Emergency Local Government Emergency Relief Reimbursement

Agreement

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the State of Florida Department of Transportation

Emergency Local Government Emergency Relief Reimbursement Agreements - Joy D.

Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements:

A. Adopt the Resolutions supporting the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements;

B. Approve the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements as summarized below and as provided; and

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 1

Project Name	FPID#	Amount
Marlane Drive	436249-1-68-01	\$ 28,765.90
11922 - 12034 Gulf Beach Highway	436251-1-68-01	\$ 14,114.77
1300 East Johnson Avenue	436252-1-68-01	\$ 8,915.46
Johnson Avenue Culvert	436252-3-68-01	\$ 547,176.93
	TOTAL Package 1:	\$ 598,973.06

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 2

Project Name	FPID#	Amount
8600-8680 Beulah Road	436253-1-68-01	\$ 9,072.97
Chemstrand Road	436254-1-68-01	\$ 16,881.04
CR 292 Chemstrand Road, MP 2.802	436254-3-68-01	\$ 15,387.84
West Detroit Boulevard at Bridge #484057	436256-1-68-01	\$ 14,984
1997 West Detroit Boulevard	436256-2-68-01	\$ 24,814.23
	TOTAL Package 2:	\$ 81,140.08

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 3

Project Name	FPID#	Amount
South Old Corry Field Road	436259-1-68-01	\$ 78,302.65
Olive Road at Gully	436284-1-68-01	\$ 13,155.34
Dogtrack Road	436285-1-68-01	\$ 105,900.48
CR 297A Ditches	436286-1-68-01	\$ 112,637.83
CR 297A Box Culvert	436286-2-68-01	\$ 124,614.02
	TOTAL Package 3:	\$ 434,610.32

Emergency Local Government Emergency Relief Reimbursement Agreement - Package 4

Project Name	FPID#	Amount
Bauer Road at Weekley Bayou	436561-1-68-01	\$ 63,828.46
Bauer Road at Judd Branch	436562-1-68-01	\$ 51,393.43
	TOTAL Package 4:	\$ 115,221.89

C. Authorize the Chairman to sign the Resolutions, the Agreements, and any other documents associated with this Agreement.

[Funding Source: The Florida Department of Transportation (FDOT) agrees to reimburse Escambia County an amount not to exceed \$1,229,945.35 for actual direct costs. Escambia County will submit invoices to FDOT on a monthly basis. Fund 112, Disaster Recovery Fund, April 2014 Floods]

BACKGROUND:

The Federal Highway Administration (FHWA) has established an Emergency Relief Program as a result of the Executive Order 14-144 dated April 30, 2014, for the Spring Storm April 2014 emergency event. Funding will be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by this event. This Emergency Relief Program Agreement provides for reimbursement to Escambia County for emergency relief.

Escambia County has incurred costs and expenses as a direct result of this event (see attached Detailed Damage Inspection Report (DDIR). It has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA.

Adoption of the Resolution and approval of the Agreement will allow Escambia County to be reimbursed from FDOT's Emergency Relief Program in an amount not to exceed \$1,229,945.35 for emergency repairs due to the Spring Storm April 2014 emergency event.

BUDGETARY IMPACT:

The FDOT agrees to reimburse Escambia County an amount not to exceed \$1,229,945.35 for actual direct costs. Escambia County will submit invoices to FDOT on a monthly basis. Funds are available inf Fund 112 "Fund 112 "Disaster Recovery Fund", April 2014 Floods."

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and signed off on the Resolutions and the Agreements with the inclusion of a notation that there is a provision in the Agreement stating that Escambia County consents to the venue to any County chosen by the department upon the department filing a motion requesting same.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, the Chairman will need to sign the Resolutions and five original copies of each Package of the State of Florida Department of Transportation Emergency Local Government Emergency Relief Reimbursement Agreements. The Clerk's Office will then need to certify five copies of the Resolutions for each Package for FDOT, and retain the original for the official records. Public Works Department staff will forward the five signed original copies of the Agreements and five certified copies of the Resolutions to FDOT for final signatures and for their files for each package.

Attachments

Pacakge 1 Resolution
Pacakge 2 Resolution
Pacakge 3 Resolution
Pacakge 4 Resolution

Agreement 1

Agreement 2

Agreement 3

Agreement 4

RESOLUTION R2014-___

RESOLUTION OF THE OF Α BOARD COUNTY COMMISSIONERS OF ESCAMBIA FLORIDA. COUNTY, SUPPORTING EMERGENCY RELIEF REIMBURSEMENT FOR PACKAGE 1, WHICH CONSISTS OF MARLANE DRIVE (FPID #436249-1-68-01, 11922-12034), GULF BEACH HIGHWAY (FPID #436251-1-68-01), 1300 EAST JOHNSON ROAD (FPID #436252-1-68-01), AND JOHNSON AVENUE CULVERT (FPID #436252-3-68-01); AUTHORIZING THE CHAIRMAN TO SIGN EMERGENCY LOCAL GOVERNMENT **EMERGENCY** RELIEF REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND ESCAMBIA COUNTY: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program; and

WHEREAS, the FHWA authorized funding to be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by the Spring Storm April 2014; and

WHEREAS, this Emergency Local Government Emergency Relief Reimbursement Agreement provides reimbursement to Escambia County for emergency relief for Package 1, which consists of Marlane Drive (FPID #436249-1-68-01, 11922-12034), Gulf Beach Highway (FPID #436251-1-68-01), 1300 East Johnson Road (FPID #436252-1-68-01), and Johnson Avenue Culvert (FPID #436252-3-68-01); and

WHEREAS, Escambia County has incurred certain costs and expenses as a direct result of the event; and

WHEREAS, it has been determined that the emergency repairs are necessary and that the costs and expenses of said repairs are eligible or reimbursement up to 100% dependent on the amount of allocation made by FHWA.

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

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

<u>SECTION 2.</u> That the Board of County Commissioners hereby supports the proposed emergency relief reimbursement for Package 1, which consists of Marlane Drive (FPID #436249-1-68-01, 11922-12034), Gulf Beach Highway (FPID #436251-1-68-01), 1300 East Johnson Road (FPID #436252-1-68-01), and Johnson Avenue Culvert (FPID #436252-3-68-01).

<u>SECTION 3.</u> That the Board of County Commissioners hereby authorizes the Chairman to sign the Emergency Local Government Emergency Relief Reimbursement Agreement with the State of Florida Department of Transportation.

<u>SECTION 4.</u> That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADC	OPTED this	_ day of	2014.	
			BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA	
			By: Lumon J. May, Chairman	
ATTEST:	Pam Childe Clerk of the	rs Circuit Court	Approved as to form and le	egal
By	Clerk (SEAL)		By/Title/	

RESOLUTION R2014-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING Α FLORIDA DEPARTMENT TRANSPORTATION EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT FOR PACKAGE 2 WHICH CONSISTS OF 8600-8680 BEULAH ROAD (FDPD #436253-1-68-01), CHEMSTRAND ROAD (FPID #436254-1-68-01), CR 292 CHEMSTRAND ROAD, MP 2.802 (FPID #436254-3-68-01), WEST DETROIT BLVD. AT BRIDGE #484057 (FPID #436256-1-68-01), AND 1997 WEST DETROIT BLVD. (FPID #436256-2-68-01) FOR THE REIMBURSEMENT ESCAMBIA COUNTY FOR EMERGENCY PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program; and

WHEREAS, the FHWA authorized funding to be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by the Spring Storm April 2014;

WHEREAS, this Emergency Relief Program Agreement Provides reimbursement to Escambia County for emergency relief for Package 2 which consists of 8600-8680 Beulah Road (FDPD #436253-1-68-01), Chemstrand Road (FPID #436254-1-68-01), CR 292 Chemstrand Road 2.802 (FPID #436254-3-68-01), West Detroit Blvd. at Bridge #484057 (FPID #436256-1-68-01), AND 1997 West Detroit Blvd. (FPID #436256-2-68-01); and

WHEREAS, Escambia County has incurred certain costs and expenses as a direct result of the event; and

WHEREAS, it has been determined that the emergency repairs are necessary and that the costs and expenses of said repairs are eligible or reimbursement up to 100% dependent on the amount of allocation made by FHWA.

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

<u>SECTION 1.</u> That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

SECTION 2. That the Board of County Commissioners hereby supports the proposed emergency relief reimbursement for Package 2, which consists of 8600-8680 Beulah Road (FDPD #436253-1-68-01), Chemstrand Road (FPID #436254-1-68-01), CR 292 Chemstrand Road 2.802 (FPID #436254-3-68-01), West Detroit Blvd. at Bridge #484057 (FPID #436256-1-68-01), AND 1997 West Detroit Blvd. (FPID #436256-2-68-01).

<u>SECTION 3.</u> That the Board of County Commissioners hereby authorizes the Chairman to sign the Emergency Local Government Emergency Relief Reimbursement Agreement with the State of Florida Department of Transportation.

<u>SECTION 4.</u> That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADC	PTED this _	day of	2014.	
			BOARD OF COUNTY COMMISSION ESCAMBIA COUNTY, FLORIDA	NERS
			By: Lumon J. May, Chairman	
ATTEST:	Pam Childe Clerk of the	ers e Circuit Court		
By	Clerk (SEAL)		Approved as to form and sufficiency. By/Title:	legal
Deputy	OICIN (OLAL)		Date: 10/3/14	-

RESOLUTION R2014-__

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA. Α FLORIDA DEPARTMENT SUPPORTING TRANSPORTATION EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT FOR PACKAGE 3 WHICH CONSISTS OF SOUTH OLD CORRY FIELD ROAD (FPID #436259-1-68-01), OLIVE ROAD AT GULLEY (FPID #436284-1-68-01), DOGTRACK ROAD (FPID #436285-1-68-01), CR297A DITCHES (FPID #436286-1-68-01), AND CR297A BOX CULVERT (FPID #436286-2-68-01) FOR THE REIMBURSEMENT TO ESCAMBIA COUNTY FOR EMERGENCY RELIEF: PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program; and

WHEREAS, the FHWA authorized funding to be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by the Spring Storm April 2014;

WHEREAS, this Emergency Relief Program Agreement provides reimbursement to Escambia County for emergency relief for Package 3 which consists of South Old Corry Field Road (FPID #436259-1-68-01), Olive Road at Gulley (FPID #436284-1-68-01), Dogtrack Road (FPID #436285-1-68-01), CR297A Ditches (FPID #436286-1-68-01), AND CR297A Box Culvert (FPID #436286-2-68-01); and

WHEREAS, Escambia County has incurred certain costs and expenses as a direct result of the event; and

WHEREAS, it has been determined that the emergency repairs are necessary and that the costs and expenses of said repairs are eligible or reimbursement up to 100% dependent on the amount of allocation made by FHWA.

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

<u>SECTION 1.</u> That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

<u>SECTION 2.</u> That the Board of County Commissioners hereby supports the proposed emergency relief reimbursement for Package 3 which consists of South Old Corry Field Road (FPID #436259-1-68-01), Olive Road at Gulley (FPID #436284-1-68-01), Dogtrack Road (FPID #436285-1-68-01), CR297A Ditches (FPID #436286-1-68-01), AND CR297A Box Culvert (FPID #436286-2-68-01.

<u>SECTION 3.</u> That the Board of County Commissioners hereby authorizes the Chairman to sign the Emergency Local Government Emergency Relief Reimbursement Agreement with the State of Florida Department of Transportation.

<u>SECTION 4.</u> That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this		day of	2014.	
			BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA	
			By: Lumon J. May, Chairman	
ATTEST:	Pam Childe Clerk of the	ers Circuit Court		
By			Approved as to form and legal sufficiency.	
Deputy Clerk (SEAL)			By/Title: Date: 10/3/15	

RESOLUTION R2014-___

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA. **DEPARTMENT** SUPPORTING Α FLORIDA TRANSPORTATION **EMERGENCY LOCAL GOVERNMENT** EMERGENCY RELIEF REIMBURSEMENT AGREEMENT FOR PACKAGE 4 WHICH INCLUDES BAUER ROAD AT WEEKLEY BAYOU (FPID #436561-1-68-01) AND BAUER ROAD AT #436562-1-68-01) BRANCH (FPID JUDD FOR THE REIMBURSEMENT TO **ESCAMBIA** COUNTY FOR **EMERGENCY RELIEF: PROVIDING FOR AN EFFECTIVE** DATE.

WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program; and

WHEREAS, the FHWA authorized funding to be provided to the Florida Department of Transportation (FDOT) for relief from the damage inflicted by the Spring Storm April 2014;

WHEREAS, this Emergency Relief Program Agreement provides reimbursement to Package 4 which includes Bauer Road at Weekley Bayou (FPID #436561-1-68-01) and Bayou Road at Judd Branch (FPID #436562-1-68-01); and

WHEREAS, Escambia County has incurred certain costs and expenses as a direct result of the event; and

WHEREAS, it has been determined that the emergency repairs are necessary and that the costs and expenses of said repairs are eligible or reimbursement up to 100% dependent on the amount of allocation made by FHWA.

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

SECTION 1. That the Board of County Commissioners finds the above stated recitals to be true and correct and incorporated herein by reference.

<u>SECTION 2.</u> That the Board of County Commissioners hereby supports the proposed emergency relief reimbursement for Package 4 which includes Bauer Road at Weekley Bayou (FPID #436561-1-68-01) and Bayou Road at Judd Branch (FPID #436562-1-68-01).

<u>SECTION 3.</u> That the Board of County Commissioners hereby authorizes the Chairman to sign the Emergency Local Government Emergency Relief Reimbursement Agreement with the State of Florida Department of Transportation.

		all take effect immediately upon its adoption by the scambia County, Florida.
ADO	PTED this day of	2014.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		By: Lumon J. May, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Cou	
ByDeputy C	lerk (SEAL)	Approved as to form and legal sufficiency. By/Title: Date: 15 / 12 / 12 / 12

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

350-000-15 COMPTROLLER OGC - 04/13 Page 1 of 32

EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT

DUNS No: 80-939-7102 CFDA No: 20.205
This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this date of, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Escambia County B.O.C.C. located at 221 Palafox Place, Pensacola, FL 32502 herein after called the "Local Government".
WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and
WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144 , dated April 30 , 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and
WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and
WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and
WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and
WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and
WHEREAS, the Local Government by Resolution No adopted on, 20, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.
NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:
The parties again as fallows.

The parties agree as follows:

- 1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
- 2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
- 3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
- 4. Subject to the terms and conditions of the Emergency Relief Program Manual at http://www.fhwa.dot.gov/reports/erm/erm.pdf, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
- 5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

- 6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.
- 7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (603,500) six hundred three thousand five hundred dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

buot to t	paymen	ts.
(Check a	all that a	apply).
	\boxtimes	This amount may be adjusted by agreement of both parties documented in an amendment to this
		agreement.
	\boxtimes	Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
		✓ Invoices will be submitted monthly
		Invoices will be submitted quarterly
		Invoices will be submitted
		One invoice will be submitted upon completion

- 8. Choose one of the following:
 - Travel costs will not be reimbursed.

 Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.
- 9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- 11. The Local Government agrees to complete the project on or before <u>December 31</u> 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.
- 12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.
- 13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

- 14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: http://www.dot.state.fl.us/construction/wage.shtm; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at http://www.dot.state.fl.us/equalopportunityoffice/.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
- 16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
- 17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation Attn: <u>Dustin Castells</u> 1074 Highway 90 East Chipley , Florida 32428

19. Contact Names and Addresses:

Local Government: Escambia County B.O.C.C.	
Address: Public Works Department	
3363 West Park Place	
Pensacola	, Florida 32505
Contact Name: Colby Brown	
Contact Telephone: 850-595-3433 or 850-554-3034	
Florida Department of Transportation Address:	
1074 Highway 90 East	
Chipley	
	Florida 32428
Contact Name: Dustin Castells	
Contact Telephone: 850-330-1227	

- 20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.
- 21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, 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 Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.
- 22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
- 23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
- 24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- 25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.
- 26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirsat-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

- 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT Escambia County B.O.C.C.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			
Ву:	Ву:			
Name: Lumon J. May	Name: Jason D. Peters, P.E.			
Title: Chairman	Title: Director of Transportation Development			
Attest: Pam Childers Clerk of the Circuit Court By:	Attest:			
(SEAL) Deputy Clerk	Executive Secretary			
Approved as to Form, Legality And Execution: Local Government Attorney	Department Legal Review:			
	Authorization Received From the Department's Comptroller as to Availability of Funds:			
Ţ	Date			

	appartment
	aportation
	d Highway
Admin	notivite:

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Location (Name of Road and Milepost)

Marlane Drive (1000' west of Mobile Highway)

Report Number

SF - 48

Shee!

Of

FHWA Disaster Number

FL - 14 - 01

Inspection Date

04 - 30 - 14

Federal-aid Route Number

Description of Damage

The April 2014 Event washed out an area approximately 67'L x 40'D to the east and 82'L x 40'D on the west side of the stream that crosses under Marlane Drive. The County Road Department repaired the area with milled asphalt and riprap

State County
FL Escambia

Description of Work to Date) 1_:s	tan Dalan	0	Cost	
(Equipment, Lebor, and Materials)	Unit	Unit Price	Graupty -	Completed	Remaining
actual Labor	LS	\$4,495.15	1	\$4,495.15	
chual Equipment	LS	\$9,114.75	1	\$9,114.75	
illed Asphalt	TN	\$18.05	432	\$7,776.00	
iprap	CY	\$41.00	180	\$7,380.00	
man and the set of the second participates and the second participates are second participates are second participates and the second participates are second participates and the second participates are second particip					

	Method	✓ Local Forces	State Forces	. Contract	Subtotal PE/CE Emerg	528 , 765 . 90 gency Repair Total	\$28,765.90
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Permanent Restoration					•		
_	Method	.,				Subtotal PE/CE	
		✓ Local Forces	State Forces	Contract	Per	Right-of-Way rm Repair Totals	
Envi		Assessment Recomme egorical Exclusion	ndation EA/EIS	* ** * *		Estimated Total	\$28,765.90
	mmendal	Eligible	ineligible	FHWA Engineed (Luse	[7-22-14
	пшейсе	Yes	No No	State Engineer			ote
conc:	unence	Yes 150	No	Local Agency Representative	•		8-7-14

Form FHWA-1547 (Rev. 4-98)

STROVED Seun ROOM

EXHIBIT A
U S. Department of Transportation Federal Highway Administration
Location (Name of Road and I
11922-12034 Gulf 8

Description of Damage

Form FHWA-1547 (Rev. 4-98)

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Miloposti

each Highway (CR 292A)

The April 2014 Event washed out the shoulder of the road and

severely damaged the drainage system along a portion of Gulf Beach Highway. The Councy Road Department done temporary repairs to get

- Report Nu	nber		_
į		SF-4	8
Sheet	: :	of	1
FHWA DIS	ster Nur	nber	

FL-14-01

Inspection Date 04-30-14

Federal-aid Roule Number

State County FL Escambia

	ll need to be comp		Cost Estir				· · · · · · · · · · · · · · · · · · ·
		4124 4 2 2 2	COST ESUI	nate			
	Descripto (Equipment, l	n of Work to Date Labor, and Materials)	Unit	Unit Price	Quantity	Cos	
Ac	ctual Labor		LS	\$4,265.76	1	Completed \$4,265.76	Remaining
	ctual Equipment		LS	\$8,273.01	1	\$8,273.01	
_	illed Asphalt		CY	\$18.0C	40	\$720.00	
Sa	and		מץ	\$6.00	36	-	
To	op Soil		LD	\$120.00	2	\$216.00 \$240.00	-
	oncrete		СУ	\$80.00	5	\$400.00	
Mol	thod : ✓ Local Forces	State Forces	: Contract		Subtotal PE/CE Emerg	S14,114.77 gency Repair Total	\$14,114.
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Meth	✓ Local Forces	State Forces	Contra	æ	Per	Subtotal PE/CE Right-of-Way m Repair Totals	
	ental Assessment Recomme	eA/EIS	:			, , , , , , , , , , , , , , , , , , , ,	
	Catenorical Exclusion	CACIS	t	_			\$14,114.7
7	Categorical Exclusion		EHIMA E	naac()			
7	Categorical Exclusion andation Eligible	ingligible	FHWA Engil	reer()	1	Date	-3- 14
7	endation XEligible	Ineligible	State Engine	and the	Tuse	Date Date	-22-14

U.S. Department of Transportation Federal Highway

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Report Number

SF-48

	٠.	4
Sheet		

Location	(Name	of Road	and	Milepost)	
300	P			A	

1300 East Johnson Avenue

1 FHWA Disaster Number

Federal-aid Route Number

FL-14-01 Inspection Date

04-30-14

Description of Damage

The April 2014 Event washed out an area approximately 120'L x 30'W x 10'D along the north side of Johnson Avenue. The County Road Department repaired the first 16' adjacent to the road with milled asphalt and the remaining 14' with riprap. The area did not hold up : FL

County

Escambia

			Cost Estin	nate			
		of Work to Date abor, and Materials)	Unit	Unit Price	Quantity -	Completed	si Remaining
Actual	Labor		LS	\$2,199.31	1	\$2,199.31	Lemanni
	Equipment		LS	\$2,546.00	1	\$2,546.00	
	Asphalt		CY	\$18.0ú	- 	\$1,080.00	
	Dump Truck		LD	\$120.00	20	\$2,400.00	
Riprap			CY	\$41.00	5	\$205.00	
Sand G			CY	\$6.00	15	\$90.00	
_	t - Hot Mix		SY	\$56.45	7	\$395.15	
Method	√ Local Forces	State Forces	Contract		Subtotal PE/CE Emerg	\$8,915.46 ency Repair Total	\$8,915.4
							-
· · · · · ·					· · · · · · · · · · · · · · · · · · ·	eur ra	
Method	✓ Local Forces	State Forces	Contra			Subtotal PE/CE	
✓ Categ	ssessment Recomment orical Exclusion	dabon EA/EIS				n Repair Totals	\$8,915.46
commendatio	n Eligible	Ineligible	FHWA-Engi	endis a	Husen	Date 7	/22/14
currence	Yes	No	State Engin		_	Date	, ,

EXHIBIT A

DETAILED DAMAGE INSPECTION REPORT

U.S. Department of Transportation Federal Highway Administration

(Title 23, Federal-aid Highways)

Location (Name of Road and Milepost)

Johnson Avenue Culvert 30°33'46"N 87°19'44"W

Description of Damage

The April 29, 2014 storm overtopped the roadway and started washing out around the box culvert and under the road, which eventually washed out the entire road.

•		SF-	48
Sheet	1	of	4
FHWA DIS	aster Nu	mber	
	FL-1	4-01	
Inspection	Date		
Ţ	04-3	0-14	
Federal-ak	Route I	Number	

State	County
FL	Escambia

	Cost	Estin	nate			
	Description of Work to Date		Unit Price	Quantity -	Cost	
	(Equipment, Labor, and Materials)	tinU	Unit Price	Coamuty .	Completed	Remaining
Mo	bilization, 0 - 15 Miles	EΑ	\$1,300.0	1	\$1,300.00	
	earing and Grubbing (Including Trees UN	SY_	\$2.00	2,000	\$4,000.00	
Ea	rthwork Excavation by machine, County Sm	CY	\$3.50	667	\$2,334.50	
	rthwork Fill, County Specs 2300	CY	\$7.00	6,000	\$42,000.00	
-	Top Soil	SY	\$0.80	600	\$480.00	
	rthwork Establishing Grade, County Speca	SY	\$3.50	1,187	\$593.50	
	nal grading and seal rolling prior to pa		\$1.00	587	\$587.00	i
6 6 2 "	County Spec 2500 Type SP 12.5 Asphalt,		\$7.80	587	\$4,578.60	
	move Existing Asphalt	CF	\$2.00	5,283	\$10,566.00	
	v cut Existing Asphalt	LF	\$1.75	48	\$84.00	
	Stabilized Subgrade, County Spec 2300	SY	\$2.00	587	\$1,174.00	
	Graded aggregate Base "Min. LBR 100 atm		\$11.00	587	\$6,457.00	;
Met				Subtotal	\$74,154.60	
,,,,,,	·	Contract		PE/CE		i
	Local Forces State Forces 🗸 🗸	, g, 14 G C i		Eme	rgency Repair Total	\$74,154.60
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						·
Meti		√ Coni	iract	F	Sublotal PE/CE Right-of-Way Term Repair Totals	! !
	nental Assessment Recommendation Categorical Exclusion EA/EIS				Estimated Total	\$74,154.60
Recomm	X Eligible ineligible	IWA-En	James (入 4tm		1-22-14
Concurre	Yes No	at o Eng L	inee.		Date	•
oncum	· · - ·	cal Age	ncy Representati	ve	Date	2 0 44
	Yes _ No				→ 8	71-14
	₹WA-1547 (Rev. 4-98)			STEED & COURT	10.01	Fron-
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orm Fl			A T	MAKE		
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EXHIBIT A

U.S. Department of Transportation Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Location (Name of Road and Maepost)

Johnson Avenue Culvert 30°33'46"N 87":9'44"W

Description of Damage

The April 29, 2014 storm overtopped the roadway and started washing out around the box culvert and under the road, which eventually washed out the entire road.

Report Number

Sheet

SF-4B

2 of

FHWA Disaster Number

FL-14-01

Inspection Date

04-30-14

Federal-aid Route Number

State County

FL Escambia

		Cost	Estim	ate			
	Description of Work to Date		Unit	Unit Price	Quantity -	Co	el .
	(Equipment Labor, and Materials	:)	Cust	Omt Price	Guantiky -	Completed	Remaining
Thermo	plastic 6" Solid Stripe,	White or Ye	LF	\$C.75	800	\$600.00	
	p and provide an approve			\$650.00	1	\$650.00	
	Guardrail, FDOT Index 4		LF	\$31.50	400	\$12,600.00	
	chorage Assembly, FDOT II		EA	\$315.00	4	\$1,260.00	
	Existing Guardrail		<u>lf</u>	\$10.50	400	\$4,200.00	
	Reinforced Concrete Ditch	n Paving w/m	SY	\$32.40	200	\$6,480.00	
	Existing Concrete, 4" tl		SY	\$5.00	750	\$3,750.00	
	Existing Concrete		CY	\$13.00	80	\$1,040.00	
di	le fill, over 20cy		CY	\$190.00	75	\$14,250.00	
36" CM	P Pipe, 6'-12' depth, les	ss than 601gg	LF	\$67.25	40	\$2,690.00	
	1 Concrete for Endwalls			\$875.20	10	\$8,750.00	
Resove	Existing Concrete Headwa	1. 30° ang	EA	\$550 ()	1	\$550.00	
Method		_			Subtotal	\$56,820.00	
	Local Forces State Force	es './ C	ntact		PE/CE		
	LDCal Forces Jan 1014	., -			Emei	gency Repair Total	\$56,820.
5							
<u> </u>							
ā							
E					:		
							45.00
_						Subtotal	
Method	-					Sublotal PE/CE	
-	Local Forces State	Forces +	Cont	raci			
	Local Forces State	Forces +	Cont	rad	P	PE/CE	
Method Method	Assessment Recommendation		Cont	raci		PE/CE Right-of-Way erm Repair Totals	
Method	Assessment Recommendation	VEIS			P	PE/CE Right-of-Way erm Repair Totals Estimated Total	
Method Environmental Cate	Assessment Recommendation Each	VEIS	Cont		°	PE/CE Right-of-Way erm Repair Totals Estimated Total	le
Environmental Cate Recommendal	Assessment Recommendation	v E IS	WĄĘņ	gineer (Jam	PE/CE Right-of-Way erm Repair Totals Estimated Total	1 - 22 - 1
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Method Environmental Cate Recommendal	Assessment Recommendation Each Exclusion Each Ineligible	VEIS FH Sia	WA Engr	gineer (- 1 ans	PE/CE Right-of-Way erm Repair Totals Estimated Total Da	le T -22-1 te

Location (Name of Road and Milepost)

Johnson Avenue Culvert

30°33'46"N 87°19'44"W

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DETAILED DAMAGE INSPECTION REPORT

U.S Department of Transportation Federal Highway Administration

(Title 23, Federal-aid Highways)

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FHWA Disaster Number

FL-14-01

SF-48

Inspection Date

Report Number

04-30-14 Federal-aid Route Number

Description of Damage

The April 29, 2014 storm overtopped the roadway and started washing out around the box culvert and under the road, which eventually washed out the entire road

State County FL Escambia

			Cost	Estin	nate			
		of Work to Date abor, and Materials)		Unit	Unit Price	Quantity	Completed	st Remaining
Pemove Ca		& Vegetation F	crom Exist	CY	\$190.0%	400	\$76,000.00	เรอเเติมเหต็
		ed, less than	_	SY	\$1.95	125	\$243.75	
		ubble w/ 4" Be			\$62.35	200	\$12,470.00	
_	-	, less than 50		LF	\$1.65	200	\$330.00	
	rbidity Ba		,011	LF	\$12.75	60	\$765.00	
Staked Tur Baled Hay		11101		EA	\$8.00	100	\$800.00	
		, less than 15	0 lf	LF	\$12.75	200	\$2,550.00	
Tobeite Br		osting project		_	\$500.00	1	\$500.00	
6' Chain I Jobsite Bo MOT 4 5% S		broject		LS	\$11,231 d		\$11,231.67	
		rete Box Culve	**	LS	\$84,500 mg	1	\$84,500.00	
	_	o Expedite. O			\$123,48	1	\$123,482.41	
		lvert to exis			\$5,000.00	1	\$5,000.00	
Method	I OF DOX C.	Tivelt to exte	cring nedg		43,300.	- Subtotal	\$317,872.83	
	_					PE/CE	3317,072.03	
, Lo	ocal Forces	State Forces		ontract			argency Repair Total	\$317,872
	RGENCT Item	RESPONS NEEDS		E E	PEDLTE, JUST,		BY	
	ITEM		70 B	٤	JUSTI		ВЧ	
PAN	ITEM	NEZOS	70 B	٤	JUSTI	FIED	ВЧ	
PAN	ITEM	NEZOS	70 B	٤	Justi 10 Pa	FIED	ВЧ	
PAM	TTEM	NEEDS	70 B	- A	Justi 10 Pa	FIEP RTICIA	BY ATILA Subtotal PE/CE	
PAN ESCAN	TTEM MBIA Local Forces	N E E O S FOR FE	70 B	- A	Justi 10 Pa	FIEP RTICIA	Subtotal PE/CE Right-of-Way	
PAM ESCAR	TTEM MBIA Local Forces	N E E O S FOR FE	70 B	- A	Justi 10 Pa	FIEP RTICIA	Subtotal PE/CE Right-of-Way Perm Repair Totals	\$317,872.
PAN ESCAN Method rronmental Assess Categorical	Trem MBIA Local Forces sment Recomme	N E E O S FOR FE State Force ndation EA/EIS	70 B	- A	JUST,	FIEP RTICIA	Subtotal PE/CE Right-of-Way Perm Repair Totals	
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PA¬ ESCA Method Method Calegorical Commendation	Trem MBIA Local Forces sment Recomme	N E E O S FOR FE State Force ndation EA/EIS	70 B	Contr	JUST, PA	FIEP RTICIA	Subtotal PE/CE Right-of-Way Perm Repair Totals Estimated Total	7/22/14
PA¬ ESCA Method Method Calegorical Commendation	Trem MBIA Local Forces sment Recomme I Exclusion (Eligible	N E EU S FOR FE State Force ndation — EA/EIS inelegable	PERAL FHI	Control Control	JUST, PA	RTICIA	Subtotal PE/CE Right-of-Way Perm Repair Totals Estimated Total	7/22/19

EXHIBIT A Report Number DETAILED DAMAGE INSPECTION REPORT SF-48 U.S. Department of Transportation Federal Highway (Title 23, Federal-aid Highways) Sheet Administration of Location (Name of Road and Milepost) FHWA Disaster Number Johnson Avenue Culvert FL-14-01 30°33'46"N 87°19'44"W Inspection Date 04-30-14 Description of Damage Federal-ald Route Number The April 29, 2014 storm overtopped the roadway and started washing out around the box culvert and under the road, which eventually washed out the entire road. State County FI. Escambia Cost Estimate Dascription of Work to Date Cost Unit Unit Price Quantity (Equipment, Labor, and Materials) Completed Remaining Satisfy Federal Government Requirements for LS \$2,172 \$2,172.12 Performance and Payment Bond \$4,961.22 Sheet #1 Subtotal \$74,154.60 Sheet #2 Subtotal \$56,820.00 Emergency Repair Sheet #3 Subtotal \$317,872.83 Method Subtotal \$455,980,77 PE/CE Local Forces State Forces / Contract \$91,196.16 Emergency Repair Total \$547,176.93

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Restoration	== 05	TO 1	3 E	ろいらて	FIED	FUR	FED	ERA L-A	110
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e uaue							7		
Method								Subtota	a)
	Local Ford	es	State Ford	es	✓ Contract			PE/CI Right-of-Wa	1
							P	erm Repair Total	s
and the same of th	Assessment Reco goncal Exclusion	mmendation	ENEIS					Estimated Total	\$547,176.93
ecommendati	Eligible	Ine	ligible	'FI	HWATEngineer	000	1	Estimated Total	Date /
oncurrence	Yes	- No		St	ate Engineer	Ar-	Tuse		Date / 22/14
ncurrence	Yes	_ No	-	100	ical Agency Re	presentative			Date 8-7-14
rm FHWA-1	547 (Rev. 4-98)			1		Apple .	MINER	Zunk	Brenn
							17	to Admi	nisteritor

EXHIBIT B Audit Requirements

FEDERALLY FUNDED CONTRACTS

The administration of resources awarded by the Department to Escambia County B.O.C.C. may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Escambia County B.O.C.C. regarding such audit. Escambia County B.O.C.C further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

- 1. 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 A-133, as revised. EXHIBIT C to this agreement indicates Federal resources awarded through the Department 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 Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. 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 A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT C to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from

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the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address: Auditor General's Office

Room 401, Pepper Building 111 West Madison Street Tallahassee. Florida 32399-1450

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for

a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency FHWA Catalog of Federal Domestic Assistance (Number & Title)
20.205 Highway Planning and Construction

Amount \$603,500.00

Compliance Requirements

1. The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

2.

3.

STATE RESOURCES

State Agency Catalog of State Domestic Assistance (Number & Title)

Amount

Compliance Requirements

- 1.
- 2.

3.

Matching Resources for Federal Programs

Federal Agency Catalog of Federal Domestic Assistance (Number & Title)

Amount

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular 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.

EXHIBIT D Federal Highway Administration Provision – Buy America

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe. prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

EXHIBIT E Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate
and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules,
regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by
the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and
specific affirmative action standards for the contractor's project activities under this contract. The Equal
Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the
American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors

at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the
 predetermined rate for the work performed unless they are employed pursuant to and
 individually registered in a program which has received prior approval, evidenced by formal
 certification by the DOL, Employment and Training Administration.
- 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be cornputed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. 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 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/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 paragraph 2b of this Section V and that such information is correct and complete;
 - 2. That such 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 the Regulations. 29 CFR 3;

- 3. That each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be

construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federalaid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by

- Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant leams that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f 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 other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

3. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this 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.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer 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.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require
 that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and
 that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
- 5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

Filename:

LGA ER Agreement

Directory:

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2014\Escambia County\JPA Agreements\Agreement -1

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT

Contract No: DUNS No: 80-939-7102
This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this date of, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Escambia County B.O.C.C. located at 221 Palafox Place, Pensacola, FL 32502 herein after called the "Local Government".
WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and
WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144 , dated April 30 , 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and
WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and
WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and
WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and
WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and
WHEREAS, the Local Government by Resolution No adopted on, 20, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.
NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:
The parties agree as follows:

- The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
- The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
- The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
- Subject the terms and conditions the Emergency to ٥f Relief Program Manual at http://www.fhwa.dot.gov/reports/erm/erm.pdf, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
- The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disgualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

- 6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.
- 7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (82,500) eighty two thousand five hundred dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

Check all	that a	pply).
		This amount may be adjusted by agreement of both parties documented in an amendment to this
		agreement.
\boxtimes		Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
		Invoices will be submitted monthly
		Invoices will be submitted quarterly
		Invoices will be submitted

One invoice will be submitted upon completion

- 8. Choose one of the following:
 - Travel costs will not be reimbursed.

 Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.
- 9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- 11. The Local Government agrees to complete the project on or before <u>December 31</u> 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.
- 12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.
- 13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

- 14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: http://www.dot.state.fl.us/construction/wage.shtm; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at http://www.dot.state.fl.us/equalopportunityoffice/.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
- 16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
- 17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation Attn: <u>Dustin Castells</u> 1074 Highway 90 East Chipley Florida 32428

19. Contact Names and Addresses:

Local Government: Escambia County B.O.C.C.	
Address: Public Works Department	
3363 West Park Place	
Pensacola	, Florida 32505
Contact Name: Colby Brown	
Contact Telephone: 850-595-3433 or 850-554-3034	
Florida Department of Transportation Address: 1074 Highway 90 East	
Chipley	
	<u>, Florida 32428</u>
Contact Name: Dustin Castells	
Contact Telephone: 850-330-1227	

- 20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.
- 21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, 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 Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.
- 22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
- 23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
- 24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- 25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.
- 26. The parties hereby agree and coveriant that this Reimbursement Agreement is binding on the parties, their heirsat-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

- shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT Escambia County B.O.C.C.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Name: Lumon J. May Title: Chairman	By: Name: Jason D. Peters, P.E. Title: Director of Transportation Development
Pam Childers Attest: Clerk of the Circuit Court By:	Attest:
(SEAL) DeputyClerk	Executive Secretary
Approved as to Form, Legality And/Execution:	Department Legal Review:
Local Government Attorney	Authorization Received From the Department's Comptroller as to Availability of Funds:
- 1	Date

DETAILED DAMAGE INSPECTION REPORT

•	кероп	Number

Sheet

Subtotal

PE/CE

\$9,072.97

anty Administrator

c	2	_	A	1

U.S. Department of Transportation Federal Highway Administration

(Title 23, Federal-aid Highways)

Location (Name of Road and Mdepost)

8600-8680 Beulah Road

(CR99)

State Forces

FHWA Disaster Number

Federal-aid Route Number

FL-14-01

Inspection Date

04-30-14

Description of Damage

Method

Local Forces

The April 2014 Event washed out an area approximately 46'L x 14'W x 20'D along the east side at 8600 Beulah Road and approximately 95'L x 15'W x 5'D along the shoulder at 8680 Beulah Road. The County Road Department repaired the area with sand clay base and riprap.

State County

FL Escambia

Completed Remaining		escription of Work to Date	Unit	Unit Price	Quantity -	Cos	1
Actual Equipment LS \$3.132.50 1 \$3,132.55 Dirt - Flatbed Load LD \$54.00 4 \$376.00 Riprap CY \$41.00 60 \$2,460.00 Sandy Gravel YD \$6.00 26 \$156.00	(Equ	pment, Labor, and Materials)		Cosniny -	Completed	Remaining	
Dirt - Flatbed Load LD \$54.00 4 \$376.00 Riprap CY \$41.00 60 \$2,460.00 Sandy Gravel YD \$6.00 26 \$156.00	Actual Labor		, LS	\$2,346.42	1	\$2,346.42	
Riprap CY \$41.00 60 \$2,460.00 Sandy Gravel YD \$6.00 26 \$156.00	Actual Equipme	nt	LS	\$3,132.50	1	\$3,132.55	
Sandy Gravel YD \$6.00 26 \$156.00	Dirt - Flatbed	Load	LD	\$54.00	4	\$376.00	
	Riprap		CY	\$41.00	60	\$2,460.00	
Dirt - Dump Truck Load LD \$120.00 5 \$600.00	Sandy Gravel		YD	\$6.00	26	\$156.00	
	Dirt - Dump Tr	ick Load	LD	\$120.00	5	\$600.00	

Contract

				Emergency Repair	Total \$9,072.97
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Pesto					
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Permanent Restoration				•	
<u>a</u>				-	
Method				Subt	
	✓ Local Forces	State Forces	Contract	PE: Right-of-V	
				Perm Repair To	
	l Assessment Recommendati egonical Exclusion	EA/EIS			
Recommenda	tion	_ 12.0	FHWA_Engineer	Estimated To	tal \$9,072.97
	义 Eligible	Inet-gible	Denk	A Tasa	7-22-14
Concurrence	Yes	No	State Engineer		Date
Concurrence	V var. 1	Ma	Local Agency Represen	Intre	Dale
FIRMA	-	No	1		8-7-14
·om FHWA.	1547 (Rev. 4-98)		A	WHOLE SHA	& (Som

EXHIBIT A

U.S. Department of Transportation Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

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rocation	(rva	ma or	Road	and	Mdaposti

8600-8680 Beulah Road

1CR99)

FHWA Disaster Number

FL-14-01

Inspection Date

04-30-14 Federal-aid Route Number

Description of Damage

Method

The April 2014 Event washed out an area approximately 46'L \times 14'W \times 20'D along the cast side at 8600 Boulah Road and approximately 95'L x 15'W x 5'D along the shoulder at 8680 Beulah Road. The County Road State Department repaired the area with sand clay base and riprap.

County FL Escambia

Description of Work to Date	Unit Unit Price	Quantity .	Cost		
(Equipment Labor, and Materials)	0,	Olat i i i i i	Goomay .	Completed	Remaining
Actual Labor	LS	\$2,346.42	1	\$2,346.42	
Actual Equipment	LS	\$3,132.50	1	\$3,132.55	
Dirt - Flatbed Load	LD	\$54.00	4	\$378.00	- ·· ·
Riprap	CY	\$41.00	60	\$2,460.00	
Sandy Gravel	YD	56.00	26	\$156.00	
Dirt - Dump Truck Load	LD	\$120.00	S	\$600.00	

	∵ Local Forces	State Forces	Contract	PE/CE Emergency Repair Total	\$9,072.97
5				:	
emanent Restoration				:	:
nent Re					
Perma		-	·		
Method	✓ Local Forces	State Forces	Contract	Subtotal PE/CE	:
F			· · ·	Right-of-Way Perm Repair Totals	
	l Assessment Recommend egoncal Exclusion	EAEIS	1	Estimated Total	\$9,072.97

State Enginee

Form FHWA-1547 (Rev. 4-98)

Concurrence

Concurrence

X Eligible

Yes

Ineligible

No

_, No

Local Agency Representative

Date

DETAILED DAMAGE INSPECTION REPORT

Report Number

•	•	4	e

U.S. Department of Transportation Federal Highway Administration

(Title 23, Federal-aid Highways)

Location (Name of Road and Milepost)

Chemstrand Road

Sheet

10-40 - 1-1 - MA-CI

of

FHWA Disaster Number

FL-14-01

Inspection Date

04-30-14

Federal-aid Route Number

Description of Damage Repair to the slope and shoulder along Chemstrand Road between Ten

		ld Road.				State	County
						, FL	Escambia
			Cost Estin	ate			
	Description	of Work to Date	Unit	Unit Price	Quantity		Cost
	(Equipment, La	bor, and Materials)	Onic	Dia() Tipe	Cooning	Completed	Remaining
Actual	Labor Cost		LS	\$6,282.:0	1	\$6,282.1	0
	Equipment		LS	\$8,619.53	1	\$8,619.5	
Asphal	lt Hot-Mix 12.5	ı	TN	\$56.45	7	\$395.19	
Erosio			EA	\$80.00	1	\$80.0	
=	i Asphalt		CY	\$18.00	20	\$360.00	
ž Sandy	=		LD	\$120.00	9	\$1,080.00	
Sandy Seed - Seed -	•		YD	\$6.00	8	\$48.00	
<u> Seed -</u>	Bahia		<u>LB</u>	\$3.50		\$10.50	
E Seed -	Millet		LB	\$0.72	8	\$5.76	•
Method					Subtotal	\$16,881.04	
	√ Local Forces	State Forces	Contract		PE/CE		
					Eme	rgency Repair Total	\$16,881.04
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Mathed						Cublant	
Method						Sublotal PE/CF	
	✓ Local Forces	' State Forces	Contr	ad		Sublotal PE/CE Right-of-Way	
	✓ Local Forces	' State Forces	Contra	aci	;	PE/CE	
Method	Assessment Recommen	datron	Contr	ed .	: : : :	PE/CE Right-of-Way	
Method wirenmental Cate	Assessment Recommen gorical Exclusion					PE/CE Right-of-Way erm Repair Totals Estimated Total	\$16,881.04
Method	Assessment Recommen gorical Exclusion on	dation EA/EIS	Contr.			PE/CE Right-of-Way erm Repair Totals Estimated Total	Date
Method Twirenmental A Cates TCOMMENDATE	Assessment Recommen gorical Exclusion	datron	FHWAEng	neer Lewis A	Parace	PE/CE Right-of-Way erm Repair Totals Estimated Total	7-22-14
Method wirenmental Cate	Assessment Recommen gorical Exclusion on	dation EA/EIS		neer Lewis A	Paraco	PE/CE Right-of-Way erm Repair Totals Estimated Total	Date
Method Twirenmental A Cates TCOMMENDATE	Assessment Recommen gorical Exclusion on Eligible	datron EA/EIS	Sigle Engin	neer A	Have	PE/CE Right-of-Way erm Repair Totals Estimated Total	7-22-14 Date
Method Twirenmental Cates Cates accommendate	Assessment Recommen gorical Exclusion on Eligible	datron EA/EIS	Sigle Engin	neer Lewis A	Have	PE/CE Right-of-Way erm Repair Totals Estimated Total	7-22-14
Method Tvirenmental incommendation Tcurrence	Assessment Recommengorical Exclusion Con Yes Yes	datron EA/EIS Ineligible No	Sigle Engin	neer A	Have	PE/CE Right-of-Way erm Repair Totals Estimated Total	7-22-14 Date
Method Tvirenmental incommendation Tcurrence	Assessment Recommen gorical Exclusion on Eligible	datron EA/EIS Ineligible No	Sigle Engin	neer A	Have	PE/CE Right-of-Way erm Repair Totals Estimated Total	7-22-14 Date
Method Tvirenmental incommendation Tcurrence	Assessment Recommengorical Exclusion Con Yes Yes	datron EA/EIS Ineligible No	Sigle Engin	neer A	Have	PE/CE Right-of-Way erm Repair Totals Estimated Total	7-22-14 Date

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

U.S. Department of Transportation Federal Highway Administration Location (Name of Road and Milepost)

CR 292 Chemstrand Road, MP 2.802

Stormwater washed out: 40'long x 12'wide x 17'deep section of roadway on southwest side of culvert, 40'long x 14'wide x 17'c section of embankment. See attached for me

736427-3-68-01 Report Number SF-48 Sheet 1 of FHWA Disaster Number FL-14-01 Inspection Date 05-02-2014 Federal-aid Route Number

long x 14'wide x 17'deep or information.	State	County	
	FL	Escambia	
Cost Fetimate			

		Cc	ost Estin	ilana.			
	Descripti (Foulament	on of Work to Date Labor, and Materials)	Unit	Unit Price	Quantity	-	Cost
4 • •		·				Completed	Remaining
	ization, 0 -	15 Miles	EA	\$1,050.10	1		\$1,050.
Demob			EA	\$750.00	1		\$750.0
Remob			EA	\$750.00	1		\$750.0
	work Fill		CY	\$6.75	200		\$1,350.0
<u></u>	tablish Grade		SY	\$9.85	180		\$153.0
		Unsuitable Materials	CY	\$8.75	100		\$875.0
.		atch (Full depth)	SY	\$29.50	54		\$1.593.0
e Br Gra	aded aggregate		SY	\$12.25	340		\$4,165.0
	enance of Trai		EA	\$534.30	1		\$534.3
Emerge	ency Response	w/ Federal Requirement	ta LS	\$1,602.90	1		\$1,602.9
Method					Subiptal		612 023 -
	Local Forces	State Forces	Contract		PE/CE		\$12,823.2
		Julie 1 Groef . Y	Connact			irgency Repair Total	\$2,564.6 \$15,387.8
	MERGENCY M ITEM	/		•		End.	
Pa	TTEM	,	BE BY	すいらて	FIED	FUR COUNTY	
Pa	TTEM	NGE05 70	હ ૯	JUST	16.4	Sublotal PE/CE Right-of-Way	
PA FG	DETLA L Local Forces	NGEDS 70 PARTICIPATION State Forces	BY	JUST	16.4	FOR COUNTY Subleta	
PA FG	Local Forces Assessment Recommendation	NGEDS 70 PARTICIPATION State Forces	BY	JUST	16.4	Sublotal PE/CE Right-of-Way arm Repair Totals	515 387 94
PA FG	Local Forces Assessment Recommer goncal Exclusion	NGEDS 70 PARTICIPATION State Forces ENEIS	BY	JUST. ESCAP	16.4	Sublotal PE/CE Right-of-Way	\$15,387.84
PA FG	Local Forces Assessment Recommendation	NGEDS 70 PARTICIPATION State Forces Indahon EA/EIS Ineligible	B Y. ✓ Contra	JUST. ESCAM	16.4	Sublotal PE/CE Right-of-Way arm Repair Totals Estimated Total	7-22-14
Method Vironmental / Catego	Local Forces Assessment Recomme gencal Exclusion Control Eligible	NGEDS 70 PARTICIPATION State Forces Indahon EA/EIS Ineligible No	B Y . Contra	JUST. ESCAM	16.4	Sublotal PE/CE Right-of-Way arm Repair Totals Estimated Total	ile 7 - 22 - 14 to

	DETAILED DAMAGE	INSPECTION PERS		Report Number	•
U.S. Department of Transportston)K I	_ 5F-48	
Federal Highway Administration	(Title 23, Feds	ral-aid Highways)		Sheet 1	
Location (Name of Ro	and and Millionasti			of	- 1
				FHWA Disaster Number	
W.Detioit 31V	d.# Bridge #484057./ 100	' West of Cove Ave.	•	FL-14-0)	
Description of Damag				4-30-14 Federal-aid Route Number	
Approaches at 24'wide x 5'd	Bridge #484057 Failed is eep x 20'long.	n recent rain event.		_	
				State County	
•	-	Cost Estimate	1	Flyids Exem	·\$
• • • • • • •		Cost Esumate			
	Description of Work to Date Equipment Labor, and Materials)	Unit Unit Price	Quantity	Cost Completed Rem	haining
Actual Labo	r Cost	ea \$8,267 5	0 1	\$6,267.50	
Actual Equi		ea \$6,625.5	•	\$6,625.50	• -
Milled Asph		• • • • • • • • • • • • • • • • • • • •	17		-
SP 12.5 Aspl	· · · · · · · · · · · · · · · · · · ·	• • • • •		\$306.00	
Rip Rap		tn 556.45	. 20	\$1,129.00	
Rip Rap	- · ·	tn 841.00	. 16	\$656.00	•
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. V Local	Forces State Forces	Contract	PE/CE Emergen	cy Repair Total S1	98:.00
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Mothed	•	ea		-	
Method			•	Subtotal	
Loc	cal Forces State Forces	Contract		PE/CE	-
		•		Right-of-Way	
			Perm F	Repair Totals	
Categorical Exc			-	11 . 4 . 2	
- ·	lusion EAEIS	_	Esta	maled Total 14, 9	441
commendation Kelig	ible ineligible	FHWA Engineer	1	Date	
Yes	N₀	State Engineer	Tuck	- 17-22 - Dale	-14
ncurrence	-	Local Agency Representati		 	
Yes m FHWA-1547 (Rev.	No	- will by napresentes	***	Date 8-7-14	/
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(C	DETA	ILED DAMAGE IF	NSPECTIO	ON REPOR	T	5	F-48	
of Fe	S Department Transportation aderal Highway	(Title 23, Federal	-aid Highwa	ays)		Sheet	1 of 1	
	tendstration seaton (Name of Road and Milepost)			•		FHWA Disaste	r Number	
	1997 W.Detroit Blvd. (180 East of Raleigh Cir.						14-01	
15	1997 W.Detroit Bivd. (180° East Of Raileigh Cir.					Inspection Date	•	
						4.30	=14	
	escription of Damage					Federal aid Ro	He Mumber	
CC	ecent rain event overto ollapse of the East bou epaired blown out shou	und lane, (Approx	(.100' x :	3' × 4'.)	d partial	State	County	
						Here s	521-1-60-	
	•	,	Cost Estin	nate				
•							Cost	
	Description of (Equipment, Labo		Unit	Unil Price	Quantity .	Completed	Remaining	
	Actual Labor	_	ea	\$7,919.40	1 .	\$7,919.4		
	Actual Equipment	• •	ea	58,610.50		\$8,610.5	o _.	
	Milled Asphalt		tn	\$18.0	424	\$7,632.0	0	
	Portland Cement	· - -	ea .	\$13.49	2	\$26.9	8	
ä	Sandbags		ea	SC.44	10	\$4.4	0	
Repa	Asphaltic Concrete SP	19 5	tn	556.45	11	\$620.9	5	
7	ABBRAILIC CONCIECE SE	.12.3	ea				• •	
	• • •		ea	• •	•			
השר	-		ea			•	•	
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	 · · ·		ea		•		• • •	
			ea	.	Subtotal	524,614.1	<u></u>	
	Method				PE/CE	321.011.2		
	Local Forces	State Forces	Contract			gency Repair Total	 4 \$24,814.23	
	/.				Circi	gency recours rou	\$24,814.23	
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Permanent Restoration			ea.		•			
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	Method					Subtotal	- •	
	Local Forces	State Forces	Con	tract		PE/CE Right-of-Way	<u></u>	
	2000.70 0.00				P	erm Repair Totals	•	
					•			
Em	Aronmental Assessment Recommend Categorical Exclusion	etion EA.EIS				Estimated Total	\$24,814,7	13
.	convinendation	••	FHVYA-EQ	gineer.	И	. •	Date	
~~	Eligible _	Ineligible		Sente of	tuse		1-22-14	
Cor	nourrence -		State Eng	maer			Date	
	Yes	No	<u> </u>		-	-	j Dale	
Cor	nourrence	••-	Local Age	ency Representati	AG.		B-7-14	
	Yes	No				-2444	<u>:</u>	

Form FHWA-1547 (Rev. 4-98)

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EXHIBIT B Audit Requirements

FEDERALLY FUNDED CONTRACTS

The administration of resources awarded by the Department to Escambia County B.O.C.C. may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Escambia County B.O.C.C. regarding such audit. Escambia County B.O.C.C further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

- 1. 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 A-133, as revised. EXHIBIT C to this agreement indicates Federal resources awarded through the Department 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 Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. 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 A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT C to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for

a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency FHWA Catalog of Federal Domestic Assistance (Number & Title)
20.205 Highway Planning and Construction

Amount \$82,500.00

Compliance Requirements

1. The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

2.

3.

STATE RESOURCES

State Agency Catalog of State Domestic Assistance (Number & Title)

Amount

Compliance Requirements

1.

2.

3.

Matching Resources for Federal Programs

Federal Agency Catalog of Federal Domestic Assistance (Number & Title)

<u>Amount</u>

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular 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.

EXHIBIT D Federal Highway Administration Provision – Buy America

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe. prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project. furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

EXHIBIT E Required Contract Provisions Federal-Aid Construction Contracts

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- Selection of Labor: During the performance of this contract, the contractor shall not:
 - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors

at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- 1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or quarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and quards working at the site of the work.
- The payroll records shall contain the name, social security number, and address of each such b. employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. 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 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/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 paragraph 2b of this Section V and that such information is correct and complete;
 - 2. That such 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 the Regulations, 29 CFR 3;

- 3. That each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be

construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federalaid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by

- Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f 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 other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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3. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this 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.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer 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, ameridment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. 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. 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.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
- 5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

Filename: LGA ER Agreement

Directory: L:\# Emergency Contracts with Locals\Spring Storm

2014\Escambia County\JPA Agreements\Agreement -2

Template:

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Title: Spell check while protected macro test

Subject:

Author: Roger VanLandingham

Keywords: Comments:

Creation Date: 5/6/2014 4:17:00 PM

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF
REIMBURSEMENT AGREEMENT

350-000-15 COMPTROLLER OGC = 04/13 Page 1 of 34

Contract No:
DUNS No: 80-939-7102 CFDA No: 20.205
This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement"), made and entered into this
WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and
WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144 , dated April 30 , 2014 for Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and
WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government for emergency relief; and
WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and
WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and
WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and
WHEREAS, the Local Government by Resolution No adopted on, 20, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.
NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

The parties agree as follows:

- 1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
- 2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
- 3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
- 4. Subject to the terms and conditions of the Emergency Relief Program Manual at http://www.fhwa.dot.gov/reports/erm/erm.pdf, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
- 5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

- 6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.
- 7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (435,400) four hundred thirty five thousand four hundred dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(Check	all	that	ар	ply).
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oxtimes	This amount may be adjusted by agreement of both parties documented in an amendment to this
	agreement.
\boxtimes	Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
	Invoices will be submitted monthly
	☐ Invoices will be submitted quarterly
	Invoices will be submitted
	One invoice will be submitted upon completion

8. Choose one of the following:

\boxtimes	Travel costs will not be reimbursed.
	Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida
Statutes	

- 9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- 11. The Local Government agrees to complete the project on or before <u>December 31</u> 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.
- 12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.
- 13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

- 14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: http://www.dot.state.fl.us/construction/wage.shtm; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at http://www.dot.state.fl.us/equalopportunityoffice/.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
- 16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
- 17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Divisior of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: <u>Dustin Castells</u>
1074 Highway 90 East
Chipley Florida 32428

19 Contact Names and Addresses:

Local Government: Escambia County B.O.C.C.	
Address: Public Works Department	
3363 West Park Place	
Pensacola	, Florida 32505
Contact Name: Colby Brown	
Contact Telephone: 850-595-3433 or 850-554-3034	
Florida Department of Transportation	
Address:	
1074 Highway 90 East	
Chipley	
	, Florida 32428
Contact Name: Dustin Castells	
Contact Telephone: 850-330-1227	
*	

- 20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.
- 21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, 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 Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.
- 22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
- 23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
- 24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- 25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.
- 26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirsat-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

- 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT Escambia County B.O.C.C.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
Ву:	Ву:		
Name: Lumon J. May	Name: Jason D. Peters, P.E.		
Title: Chairman	Title: Director of Transportation Development		
Pam Childers Clerk of the Circuit Court By:	Attest:		
(SEAL) Deputy Clerk	Executive Secretary		
Approved as to Form, Legality And Execution:	Department Legal Review:		
Local Government Attorney			
	Authorization Received From the Department's Comptroller as to Availability of Funds:		
A.	Date		

Location (Name of Road and Milepost)

DETAILED DAMAGE INSPECTION REPORT

Report Number

Sheet

SF-48

of

2

U.S. Department of Transportation Federal Highway Administration

(Title 23, Federal-aid Highways)

FHWA Disaster Number

1

FL-14-01

Inspection Date

04-30-14 Federal-aid Route Number

Description of Damage

Washout of the roadway at Jones Swamp Creek. Debris had to be removed in two stages. The first was to assess the damage to the structure and the second was to complete the debris removal for a permanent repair.

South Old Corry Field Road (295A) Approx. 0.70 Miles N of Barrancas. N 30.399, W 87.007

State County Escambia ; FL

	Cost Estimate			Cost	
Description of Work to Oble (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity -	Completed	Remaining
	C.N	\$1,500.00	2	\$3,000.00	
Mobilization	ea Sy	\$2.00	1,690	\$3,380.00	
Clearing and Grubbing	CY	\$3.40	300	\$1,020.00	
Earthwork Excavation	CY	\$6.75	216	\$1,458.00	
Earthwork Fill	SY	50.50	1,200	\$600.00	
Earthwork Establishing Grade	CF	52.00	14,600	\$29,200.00	
Remove Existing Asphalt	LF	\$2.00	44	\$75.68	
Saw cut Existing Asphalt	SY	\$4.00	250	\$1,000.00	
Remove Existing Concrete, 4" thick		\$4.00	200	\$800.00	
Remove Existing Concrete, 6" thick	SY		116	\$1,102.00	
Pipe Removal, 6"-30"	LF	\$9.50	400	\$680.00	
Silt Fence Type 111	LF	51.76	340	\$8,500.00	
Remove Existing Rubble	CY	\$25.00	Subtotal	\$50,815 68	
Method			PEICE	4	
Local Forces State Forces	/ Contract	1		rgency Repair Total	\$50,815.65
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	ea			Subtotal	<u>-</u>
Method				PE/CE	
Local Forces State Forces	/ Co	unacı		Right-of-Way	
				Perm Repair Totals	
nvironmental Assessment Recommendation					\$50,815.68
✓ Categorical Exclusion EA/EIS		_		Estimated Total	ate /
scommendation	FHVVA	ngineer	4		7/22/14
Eligible Ineligible	بر ا	م مراسدر	- Tuse		oate /
oncurrence — his	State Er	Idinee			
Yes No	DCAL A	gency Represent	abve		Pate O 166
ncurrence Yes No		.			18/14
-	!			The Second	1/Space
orm FHWA-1547 (Rev. 4-98)			MANA	Deff Marie	
			/ 1	/ Admi	Sotertos

DETAILED DAMAGE INSPECTION REPORT

Report Number

Sheet

Quantity

SF-48

2

Remaining

U.S. Department of Transportation Federal Highway Administration

Description of Damage

(Title 23, Federal-aid Highways)

2 of

Location (Name of Road and Milepost)

Form FHWA-1547 (Rev. 4-98)

FHWA Disaster Number

South Old Corry Field Road (295A) Approx. 6.76 Miles N of Barrancas. N 30.399, W 87.007

Inspection Date

Completed

\$750.00

Description of Work to Date

(Equipment, Labor, and Materials)

04-30-14 Federal-aid Route Number

Washout of the roadway at Jones Swamp Creek. Debris had to be removed in two stages. The first was to assess the damage to the structure and the second was to complete the debris removal for a permanent repair.

County State FL. Escambia

Cost

FL-14-01

	EA \$750.00	1		
Demobilize	LF \$10.00	200	\$2,000.00	
Remove Existing Guardrail	LF \$12.25	160	\$1,960.00	
6' Chain Link Fence		4	\$1,800.00	
6' X 6' Single Chain Link Swing Gate		1	\$3,685.28	
MOT a St Sub Tota			\$3,433.00	
Emergency Response w/Federal Requirement	ent LS \$3,433.00	1	\$808.25	
Performance and Payment Bond	LS \$908.25	•	\$50,815.69	
Performance and Payment Bond Subtotal from Shect #1			430101111	
And the second s				
Method		Subtotal	\$65,252.21	
	✓ Contract	PE/CE	\$13,050.44	
Local Forces State Forces	•	Eme	rgency Repair Total	578,302.6
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PAN ITEM NEEDS T	BE JUSTI	FILO	For FEE	ER4 ~
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PARTICIPATION BY ES	CAMBIA CO.	FILO	FON FEE	ERA ~
PARTICIPATION BY ES	BE JUSTI	FILO	Fon FEE	ERA ~
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PARTICIPATION ISY ES Method Local Forces State Forces	CAMBIA CO.	FILO	Subtotal PE/CE Right-of-Way	
PARTICIPATION 15 Y ES Method Local Forces State Forces vironmental Assessment Recommendation 7 Categorical Exclusion EA/EIS	CAMBIA CO.	FILO	Subtotal PE/CE Right-of-Way Perm Repair Totals Estimated Total	\$75,302.6
PARTICIPATION ISY ES Method Local Forces State Forces	CAMBIA Co.	FILO	Subtotal PE/CE Right-of-Way Perm Repair Totals Estimated Total	\$75,302.6 Date 7-22-1
PARTICIPATION BY ES Method Local Forces Vironmental Assessment Recommendation 7 Categorical Exclusion EA/EIS	BE JUSTI CAMBIA COL	FILO	Subtotal PE/CE Right-of-Way Perm Repair Totals Estimated Total	\$75,302.6

Cost Estimate

Unit

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Unit Price

\$750.00

U.S. Department	DETAILED DAMAGE IN	SPECTION REPO	RT	Report Numi	
of Transportation	(Title 23, Federal-a	ld Highways)		Sheet	
AGRINEUTOON				<u> </u>	_1 of _2
Location (Name of Road e				, FHWA Disast	
Olive Road at Gu	illy. East of Johnson Ave	nue off the north	h side of	Inspection Da	· · · · · · · · · · · · · · · · · · ·
	C.R. 290				5/5/2014
Description of Damage		·		Federal-ald R	
Washout of exist	ing curb & gutter, should	er area, and dito	sh.		550 Nember
pavement.	, , , , , , , , , , , , , , , , , , ,	, 6200		; 	
				State	County
1 Th. 6. GOVA.				FL	Escambia
	C	ost Estimate			
_ D:	escription of Work to Date				Cost
(Equi	pment, Labor, and Materials)	Unit Unit Price	Quantily	Completed	Remaining
Mobilization		BA \$1,500.00	1		\$1,500.
Demobilize		EA \$750.00 .	1		\$750.
Earthwork Fill	, County Spec 2300	CY \$6.75	140		\$945.
	Grade, County Spec 2300	SY \$0.50	45		\$22.
	ce Unsuitable Materials	CY \$8.75	20		\$175.
Pinal Grading		SY \$1.00	122		\$122.
	nt Patch, County Detail	SY \$29.50	24		\$708.
Remove Existing		CP \$2.00	54		\$108.0
Saw Cut Existin		LP \$1.72	24		\$41.
	se, Less than 1,000 SY	SY \$10.50	122		\$1,281.0
Develop MOT Sai					
		PA SEOO OO	1 .		ėenn r
		EA \$600.00	1		
Flag Man	toot tran	ED \$200.00	2		\$400.0
Plag Man Method		ED \$200.00	2 Subtotal		\$400.0
Flag Man			2 Subtotal PE/CE I	ency Repair Total	\$400.0 \$6,652.7
Plag Man Method		ED \$200.00	2 Subtotal PE/CE I	ency Repair Total	\$400.0 \$6,652.7
Plag Man Method		ED \$200.00	2 Subtotal PE/CE I	ency Repair Total	\$400.0 \$6,652.7
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Plag Man Method		ED \$200.00	2 Subtotal PE/CE I	ency Repair Total	\$400.0 \$6,652.7
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Plag Nan Method Local Force Method Local Force	es ['State Forces	ED \$200.00	Subtotal PE/CE I Emerg	Subtotal PE/CE Right-of-Way	\$400.0 \$6,652.7
Plag Nan Method Local Force Method Local Force Categorical Exclusion	es State Forces Commendation	ED \$200.00	Subtotal PE/CE I Emerg	Subtotal PE/CE Right-of-Way	\$6,652.7
Plag Nan Method Local Force Categorical Exclusion	es State Forces Orces State Forces Commendation	ED \$200.00	Subtotal PE/CE I Emerg	Subtotal PE/CE Right-of-Way m. Repair Totals	\$6,652.7 \$6,652.78
Plag Nan Method Local Force Categorical Exclusion Categorical Exclusion	es ['State Forces orces State Forces commendation EA/EIS	Contract Contract	Subtotal PE/CE I Emerg	Subtotal PE/CE Right-of-Way m. Repair Totals Estimated Total	\$6,652.78 \$6,652.78
Plag Nan Method Local Force Categorical Exclusion	es ['State Forces orces State Forces commendation EA/EIS	ED \$200.00	Subtotal PE/CE I Emerg	Subtotal PE/CE Right-of-Way m. Repair Totals Estimated Total	\$6,652.7 \$6,652.7
Plag Nan Method Local Force Categorical Exclusion Categorical Exclusion Categorical Exclusion Categorical Exclusion	State Forces State Forces Commendation Ineligible No	Contract Contract	Subtotal PE/CE I Emerg	Subtotal PE/CE Right-of-Way m. Repair Totals Estimated Total	\$6,652.78

EXHIBIT A	
U.S. Department	DETAILED DAMAGE INSPECTION REPORT
of Transportation Federal Highway Administration	(Title 23, Federal-aid Highways)
Location (Name of Ro	ad and Milepost)
Olive Road at Olive Road.	Gully. Bast of Johnson Avenue off the north side of

DETAILED DAMAGE INSPECTION REPORT

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R	ep	ort	Number	

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-	-	-	-	-
-			1	-

Sheet

FHWA Disaster Number

FL-L4-0 Inspection Date

Description of Damage	-				5/5/2014
Washout of existing curb & gutter, shoulde				Federal-aid R	oute Number
pavement.	area	a, and dit	cn	1000	
				State	County
				PL	Escambia
C	ost Esti	mate	+9+1.24		
Description of Work to Date				9	Cost
(Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Completed	Remaining
Type II Barricade	ED	\$0.30	4		\$1.20
Type III Barricade	ED	\$0.30	2		\$0.60
Piber Rein. Conc. Ditch w/o Weep Holes	SY	\$32.00	22		\$704.00
Saw Cut Existing Concrete	LF	\$2.15	6		\$12.90
Remove & Repour Ex. Curb & Gutter by Han Centipede Sod, Staked, Less than 1,000 S	d LF	\$16.00	30		\$480.00
Centipede Sod, Staked, Less than 1,000 S	Y SY	\$1.90	50	1	\$95.00
Rip Rap Rubble, Type I Increase Asph. Milling (Availability) Satisfy Federal Requirements	TN	\$52.00	40		\$2,080.00
Increase Asph. Milling (Availability)	SY	\$16.63	122		\$2,028.86
Satisfy Federal Requirements	LS	\$500.00	1		\$500.00
Emergency Response, Overtime, 6 hour cre	w LS	\$600.00	1		\$600.00
Subtotal from Page 1 of 2	010-	1 1			\$6,652.78
		4			
Method		**	Subtotal		\$13,155.34
Local Forces State Forces					
:34	Contract		PE/CE Eme	rgancy Rapair Tota	
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RESPONSE, UNERTIME, 6 hour	Cas	S AN	D Em	ergency ens n	\$13,155.34
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RESPUNSE, UVERTIONE & hour	Cas	S AN	D Em	ergency ens n	\$13,155.34
RESPONSE, UNERTIME & hour	Cas	S AN	D Em	ergency ens n	\$13,155.34
RESPONSE OVERTIME & how. TO BS JUSTIFIED FOR ESCAMBIA COUNTY	Cas	S AN	D Em	ERGENCY EMS N	\$13,155.34
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SATISET FEDERAL RECURRENT RESCURSE UNSERTED FOR ESCAMBIA COUNTY Method Local Forces TO State Forces TO TO STATE STATE STATE FOR STATE STAT	CRE	S AN PA OSRAL	D Em	Subtotal PE/CE Right-of-Way erm. Repair Totals Estimated Total	\$13,155.34 EED BY
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EXHIBIT A

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

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U.S. Department
of Transportation
Federal Highway
Administration
A 100 (1) (1) (1)

Location (Name of Road and Milepost)

FHWA Disaster Number FL-14-01

Dog Track Road, Approximate MP 3.1, Coordinates: N 30.401662, W 87.374034

Inspection Date 05/07/2014

Description of Damage

Federal-aid Route Number

Roadway washout above culvert crossing location. Severe shoulder erosion outside the culvert crossing location.

State County

FL

Escambia

C	st Esti	mate			
Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity		Cost
the second secon		-		Completed	Remaining
PERFCRMANCE BCND		\$11.00	1 . 1		\$1,047.4
MOBILIZATION	<u>. E</u> A	<u>: 51,300.60</u>	1		\$1,300.0
DEMOBILIZE	EA	\$1,500.CC	1		\$1,500.00
CLEARING & GRUBBING	SY	ຸ\$2. ປະ	2,279		\$4,558.00
BARTHWORK FILL	CY	\$7.00	1,500		\$10,500.00
₩ 3º TOP SOIL	SY	\$0.80	555		\$444.00
E EARTHWORK ESTABLISHING GRADE	SY	\$2.50	946		\$473.00
E'4" COUNTY SPEC 2500 SP12.5 ASPHALT	SY	\$15.00 j	391		\$5,865.00
E REMOVING EXISTING ASPHALT	CF	\$2.61	3,519	· /	\$7,038.00
SAW CUT EXISTING ASPHALT		\$1.75	116		
8" STABILIZED SUBGRADE, COUNTY SPEC 2300	•••	S1.45	391		<u>\$203.00</u>
6" TYPE-B12.5 BASE, FDOT INDEX 514	-	S19./:	391		. <u>\$</u> 566.95
Method			Subtotal		\$7,429.00
Local Forces State Forces X			PE/CE		\$40,924.43
Local Forces State Forces X	Contract			<u> </u>	·
and the second s			Emerg	ency Repair Total	see next page
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Method Subtotal Local Forces PE/CE State Forces Contract Right-of-Way Perm. Repair Totals **Environmental Assessment Recommendation** X. Categorical Exclusion EA/EIS see next page **Estimated Total** Recommendation FHWA Enginee **Eligible** Ineligible Concurrence Date Yes No Сопсителсе Local Agency Representative No

Form FHWA-1547 (Rov. 4-98)

U.S. Department of Transportation	.0	ETAILED DAMAGE INS			ORT	Report Num SF - 4	•
Federal Highway Administration		(Title 23, Federal-ald	l High	ways)		Sheet	2 . 2
Location (Name	of Road and Mili	post				F 1141	of
Dog Track Coordinate	Road, Appz s: N 30.40	oximace MP 3.1, 1662, W 87.374034		•		FHWA Disas FL - 14	-01
						Inspection Da	7 ^{7 7}
Description of Da	mage	The second secon					5/07/2014
Roadway was	hour abov	e culvert crossing location	tion on.	. Severe	shoulder	Federal-aid R	loute Number
						State	County
		Commence of the Commence of the Association of the Commence of				FL	Escambia
			st Est	mate			
· · · · · · · · · · · · · · · · · · ·	Description (Equipment.	on of Work to Date Labor, and Materials)	Uns	Unit Price	Quantity	Complete	Cost
TEMPORARY	6" SOLID	STRIPE, WHITE OR YELLO	WLP	\$0.25	425	Completed	Remaining
36" REFLE	CTIVE BAR	REL/DRUM	ED	50.25	90		\$106.29
TYPE III	BARRICADE		BD	\$0.25	90		\$22.50
TYPE B HI	GH INTENS	TY FLASHING LIGHT	ED	\$0.20	180	-	\$22.50
SAND BAG	HEADWALL,	CROSS SECTION MEASURE	SY	\$265,00	20		\$36.00
		BAG HEADWALL	EA	\$500.00	1	- 	\$5,300.00
SOD, STAK			SY	\$1.95	600		\$500.00
SILT FENC			LF	\$1.65	200		\$1,170.00
FLOATING ?			LF	521 -80	50	T	\$1,090.00
		W/O PERF. BOND	LS	52,422.7	1 1		\$2,422.71
		(WITH DOCUMENTATION)	Ls _	544, 348.	1		\$44,348.09
SUBTOTAL F	ROM PAGE	1 OF 2				1	\$40,924.43
4 A-4b					Subletal	· - ·	
_					00010129	i	\$96,272,48
_	cal Forces	State Forces	Contract		10% PE/CE		\$96,272.48
_	cal Forces	State Forces X	Contract	- ·	10% PE/CE		\$9,628.00
[] Lo.					10% PE/CE Em	orgency Repair Total	
• • • • • • • • • • • • • • • • • • • •	R C- IN C		Pa	LITE	10% PE/CE Em		\$9,628.00
	Q G- ENC	Y RESPONSE	Pa		10% PE/CE Em	ergency Repair Total	\$9,628.00
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TO B	AGENC	RESPONSE	Pa		10% PE/CE Em	PARTICLE	. \$9,628.00
EME TO D	AGENC	A RESPONSE	Pa	-DCRA	10% PE/CE Em	PARTICIAL Subtotal	. \$9,628.00
EME TO D	RGINC E J	A RESPONSE	Pa	-DCRA	10% PE/CE Em	PARTICLE	. \$9,628.00
EME TO D	D.G. I.N.C. E. S.C. D. Local Forces	RESPONSE STIFIED FOR BIA COUNTY	Pa	-DCRA	10% PE/CE Em	PARTICIAL Subtotal PE/CE	. \$9,628.00
EME TO D Gelhod	D.G. I.N.C. E.S.C. A.M. Local Farcers Sent Recommen	RESPONSE STIFIED FOR BIA COUNTY	Pa	-DCRA	10% PE/CE Em	Subtotal PE/CE Right-of-Way	. \$9,628.00
EME TO D Gethod Commental Assessor Cotegorical E	D.G. I.N.C. E.S.C. A.M. Local Farcers Sent Recommen	RESPONSE STIFIED FOR BIA CANNTY Gallon EA/EIS	Pa	-DCRA	10% PE/CE Em	Subtotal PE/CE Right-of-Way	. \$9,628.00
Finental Assessm	D.G. I.N.C. E.S.C. A.M. Local Farcers Sent Recommen	RESPONSE STIFIED FOR BIA CANNTY Gallon EA/EIS	Pa	D C R A	10% PE/CE Em	Subtotal PEICE Right-of-Way perm. Repeir Totals	\$105,900.48
EME TO D Gethod Gethod Categories Enmendation Tence	Local Forces	Slate Forces Calculate Calculat	PA	DCRA C	10% PE/CE Em	Subtotal PE/CE Right-of-Way arm. Repair Total Estimated Total	\$105,900.48 \$106,900.48
EME TO D Gethod Gethod Categorical Emmandation XE Trence	Local Forces	RESPONSE STIFIED FOR BIA COUNTY Gation EA/EIS Ineligible FHM	Pa	DCRA C	10% PE/CE Em	Subtotal PEICE Right-of-Way prm. Repeir Totals	\$105,900.48 \$106,900.48
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EVLIBITY	DETAILED DAMAGE INS	SPECT	ON BEDOR	7	Report Nur	
U.S. Department of Transportation Federal Highway	(Title 23, Federal-ai		_	X I	Sheet	SF-48
Administration			,-,			¹ of ¹
Location (Name of Road and	Milepost)				FHWA Disa:	der Number
CR 297-A Ditches	# 87.32916 to N 30.34507,	14	11665			PL-14-01
1700 14 30:33023, 1	7 87.32916 EO N 30.34567	, W 87.	.33600		inspection D	- · ·
Description of Damage						5-02-2014
•	Toronto constant		_		Federal-aid F	loute Number
area was currently	orm Event caused an unusu v under construction and	ual amo	unt of ero	sion. Thi	. 5	
either tied concre	te block or sod. Most of	the s	ilt and	•	State	County
sedimentation came	from off-site and fille ertop and damage the stab	d up t	he ditches	which	, FI,	Escambia
		ost Esti				
- Dana						
	imption of Work to Date ent. Labor, and Materials)	Unit	Unit Price	Quantity		Cost
Performance and	Payment Road			-	Completed	Remaining
Mobilization	. ayment bond	LS	\$929.36	1	\$929.	
Demobilize		_ EA	\$1,050.00		\$1,050.	
Earthwork, Fill		EA	\$750.00	1	\$750.	
	do on Ditob	CY	\$6.75	200	\$1,350.	-
Re-establish Gra	di on bilen	SY	\$0.85	2,700	\$2,295.	
NOT 4 10% Subtot	21	SY	\$1.80	2,700	\$4,860.0	
E Labor and Equipme	- -	LS	\$1,030.50	1	\$1,030.9	
0	ce Tied Concrete Block		\$3,500.00		\$45,500.0	
Vacuum Truck	ne lied concrete Block	SY	\$67.00	300	\$20,100.0	0
vacuum Truck		HR	\$320.00	5 C	\$16,000.0	0
Method Local Forces	State Forces 🗸	Contract		Sublotal PE/CE	\$93,864.8 \$18,772.9	7
	State Forces	Contract		PE/CE		7
Local Forces				PE/CE	\$18,772.9	7
Local Forces	letermined this proces	cl*		PE/CE	\$18,772.9	7
Local Forces		cl*	chon	PE/CE	\$18,772.9	7
FHWA has d	letermined this proces	cl*	chon	PE/CE	\$18,772.9	7
FHWA has d	letermined this proces	cl*	chon	PE/CE	\$18,772.9	7
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FHWA has de to be Perman	letermined His project nent Repair - 80% p	cl*		PE/CE	\$18,772.9 gency Repair Total	7
FHWA has de to be Perman	letermined this project nent Repair - 80% pa	dt articip		PE/CE Emer	\$18,772.9 gency Repair Total Subtotal PE/CE Right-of-Way	7
FHWA has de to be Perman	letermined this project nent Repair - 80% po	dt articip		PE/CE Emer	\$18,772.9 gency Repair Total	7
FHWA has de to be Perman	letermined this project nent Repair - 80% po	dt articip		PE/CE Emer	\$18,772.9 gency Repair Total Subtotal PE/CE Right-of-Way m Repair Totals	7 \$112,637.8:
Method Local Forces Local Forces Local Forces Method Local Forces	letermined this project nent Repair - 80% po	∠ Conua	ct	PE/CE Emer	\$18,772.9 gency Repair Total Subtotal PE/CE Right-of-Way m Repair Totals Eshmated Total	\$112,637.8: \$112,637.8:
Method Local Forces Method Local Force Calegorical Exclusion Scommendation Calegorical Eligible	letermined this project nent Repair - 80% po	dt articip	ct	PE/CE Emer	\$18,772.9 gency Repair Total Subtotal PE/CE Right-of-Way m Repair Totals Eshmated Total	\$112,637.8
Method Local Forces Method Local Force Calegorical Exclusion Scommendation Calegorical Exclusion Concurrence	State Forces The state Forces	∠ Conua	ct neer (PE/CE Emer	Subtotal PE/CE Right-of-Way m Repair Totals	\$112,637.8: \$112,637.8:
Method Local Forces Method Local Forces Categorical Exclusion Scommendation Categorical Exclusion Concurrence Yes	letermined this project nent Repair - 80% por part Repair - 80% po	Contra	ct neer (PE/CE Emer	Subtotal PE/CE Right-of-Way m Repair Totals	\$112,637.83 \$112,637.83
Method Local Forces Method Local Force Calegorical Exclusion Scommendation Calegorical Exclusion Concurrence	State Forces Tend Repair - 80% por part Rep	Contra	ct neer (PE/CE Emer	Subtotal PE/CE Right-of-Way m Repair Total	\$112,637.83 \$112,637.83 T-22-14
Method Local Forces Wethod Local Force Method Local Force Method Local Force Method Local Force Force Method Local Force Force Force Force Wes The process of the proces	letermined this project nent Repair - 80% por part Repair - 80% po	Contra	ct neer (PE/CE Emer	Subtotal PE/CE Right-of-Way m Repair Total	\$112,637.83 \$112,637.83 7-72-14
Method Local Forces Method Local Force Categorical Exclusion Commendation Commen	State Forces Tend Repair - 80% por part Rep	Contra	ct neer (PE/CE Emer	Subtotal PE/CE Right-of-Way m Repair Total	\$112,637.83 \$112,637.83 7-22-14
Method Local Forces We has de to be Perman Local Force Method Local Force Total Force Local Force Local Force Local Force Total Force Local Force Loc	State Forces Tend Repair - 80% por part Rep	Contra	ct neer (PE/CE Emer	Subtotal PE/CE Right-of-Way m Repair Total	\$112,637.83 \$112,637.83 7-22-14

EXHIBIT A

U.S. Department of Transportation Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Location (Name of Road and Milepost)

CR 297-A & Box Culvert #480125 N 30° 33'46", W 87°19'44"

Description of Damage

Form FHWA-1547 (Rev. 4-98)

The April 2014 Storm Event overtopped the road at the box culvert and damaged the existing roadway, concrete mat, and silted in the ditches that had been previously stabilized with either tied concrete material or sod.

Report Number

Sheet

SF-48

FHWA Disaster Number FL-14-01

Inspection Date

05-02-2014

Federal-ald Route Number

State County

				FL	Escambia
C	ost Estir	nate			
Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity		Cost
	1,0			Completed	Remaining
Performance and Payment Bond	LS	\$1,017,29	1	\$1,017.2	
Mobilization	EA	\$1,050.00	. 3	\$3,150.0	
Earthwork, Fill	CY	\$6.75	550	\$3,712.5	
Provide Fill along Road Shoulder	CA	\$7.50	1,512	\$11,340.0	10
Re-establish Grade on Ditch Remove and Replace Unsuitable Materials	SY	50.85	4.701	\$3,995.8	5
	CY	\$8.75	1,260	\$11,025.0	0
2" County Spec 2500 Type SP12.5 Asphalt	SY	\$7.65	150	51,147.5	0
2" County Spec 2500 Type SP12.5 Asphalt Remove Existing Asphalt, 3" Average Saw cut Existing Asphalt	SY	\$2.00	60	\$120.0	0
Saw cut Existing Asphalt	LF	\$1.72	100	\$172.0	0
6" Graded Aggregate Base	SY	\$10.00	150	\$1,500.0	0
Temporary 1" Solid Stripe	LF	\$0.17	100	\$17.0	0
Flag Man	EA/D	\$200.00	10	\$2,000.0	0
Method			Subtatal	\$39,197.1	4
Local Forces State Forces	Contract		PE/CE	425,565	
		-			
Method				Subtotal	
Local Forces State Forces	✓ Contra	act	Pe	Subtotal PE/CE Right-of-Way rm Repair Totals	
Local Forces State Forces	✓ Contr.	act		PE/CE Right-of-Way rm Repair Totals	C29 302 34
Local Forces State Forces ronmental Assessment Recommendation Categorical Exclusion EA/EIS primendation Eligible Ineligible	✓ Contri			PE/CE Right-of-Way rm Repair Totals Estimated Total	\$39,197.14 Date 7 - 7 7 - \ \ \ \
Local Forces State Forces ronmental Assessment Recommendation Categorical Exclusion EA/EIS primeridation Feligible Ineligible		neer L		PE/CE Right-of-Way rm Repair Totals Estimated Total	

APPROVED

EXHIBIT A

U.S. Department of Transportation Federal Highway Administration

DETAILED DAMAGE INSPECTION REPORT

(Title 23, Federal-aid Highways)

Location (Name of Road and Milepost)

CR 297-A 1 Box Culvert #480129 N 30° 33'46", W 87°19'44"

Description of Damage

Method

The April 2014 Storm Event overtopped the road at the box culvert and damaged the existing roadway, concrete mat, and silted in the ditches that had been previously stabilized with either tied concrete material or sod.

Report Nur			
		SF.	-48
Sheel	2	of	2
FHWA Disa	ster Nun	nber	
	FL-1	4-01	
Inspection [)ate		
(05-02	-2014	ı

State County
FL Escambia

Federal-sid Route Number

Subtotal \$103,845.02

Cosi	Estir	nate			
Description of Work to Date	Unit	Unit Price	Quantity	Cost	
(Equipment, Labor, and Materials)	•		Contract	Completed	Remaining
Steel Post for Guardrail	EA	\$250.00	10	\$2,500.00	
W-Beam Guardrail	LF	548.00	50	\$2,400.00	
Remove Existing Guardrail	LF	\$10.00	50	\$500.00	
Remove Sand, Silt, & Vegetation from Exist	CY	\$200.00	231	\$46,200.00	
Silt Fence, Type III	LF	\$1.55	2,200	\$3,410.00	
Baled Hay or Straw	EA	\$7.75	125	\$968.75	
MOT @ 9%	Ls	\$8,669.13	J	\$8,669.13	
Subtotal from Sheet 1				\$39,197.14	

	Local Forces	State Forces	✓ Contract	PE/CE \$20,769.00	
				Emergency Repair Total	\$124,614.02
				:	
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6					
E E					
Permanent Restoration			- 		
Method				:	
	_			Subtotal	1
	Local Forces	State Forces	✓ Contract	PE/CE	
				Right-of-Way	
Environmental A	Assessment Recommenda		•••	Perm Repair Totals	
✓ Categ	orical Exclusion	EA/EIŞ	i i	j	
Recommendatio			ELIIAVA CONTRA	Estimated Total	\$124,614.02
	Eligible	ineligible	FHWA Engineer		ate
Concurrence	<u>_</u>	•	State Engineer	tase	7-22-14
	Yes	No	- Lighter	}	ste
Concurrence	1	<u></u> .	Local Agency Representati	Ve B	ate
	Yes	No	3-11, 11, 11, 11, 11, 11, 11, 11, 11, 11,		
orm FHWA-15	547 (Rev. 4-98)		ı		8-7-14

EXHIBIT B Audit Requirements

FEDERALLY FUNDED CONTRACTS

The administration of resources awarded by the Department to Escambia County B.O.C.C. may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Escambia County B.O.C.C. regarding such audit. Escambia County B.O.C.C further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

- 1. 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 A-133, as revised. EXHIBIT C to this agreement indicates Federal resources awarded through the Department 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 Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. 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 A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT C to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from

the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- 2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for

a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency FHWA Catalog of Federal Domestic Assistance (Number & Title)
20.205 Highway Planning and Construction

Amount \$435,400.00

Compliance Requirements

1. The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

2.

3.

STATE RESOURCES

State Agency Catalog of State Domestic Assistance (Number & Title)

Amount

Compliance Requirements

1.

2.

3.

Matching Resources for Federal Programs

Federal Agency Catalog of Federal Domestic Assistance (Number & Title)

Amount

Compliance Requirements

1.

2.

3.

NOTE: Section .400(d) of OMB Circular 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.

EXHIBIT D Federal Highway Administration Provision – Buy America

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amerided. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

EXHIBIT E Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seg.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors

at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the
 predetermined rate for the work performed unless they are employed pursuant to and
 individually registered in a program which has received prior approval, evidenced by formal
 certification by the DOL, Employment and Training Administration.
- 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or quarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- The payroll records shall contain the name, social security number, and address of each such b. employee: his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. 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 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/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 paragraph 2b of this Section V and that such information is correct and complete;
 - That such 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 the Regulations, 29 CFR 3;

- 3. That each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be

construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federalaid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by

- Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f 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 other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

....

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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3. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this 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.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer 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.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
- 5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

Filename: LGA ER Agreement

Directory: L:\# Emergency Contracts with Locals\Spring Storm

2014\Escambia County\JPA Agreements\Agreement -3

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Title: Spell check while protected macro test

Subject:

Author: Roger VanLandingham

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION EMERGENCY LOCAL GOVERNMENT EMERGENCY RELIEF REIMBURSEMENT AGREEMENT

350-000-15 COMPTROLLER OGC - 04/13 Page 1 of 27

Contract No:
DUNS No: 80-939-7102 CFDA No: 20.209
This Emergency Local Government Emergency Relief Reimbursement Agreement (this "Reimbursement Agreement") made and entered into this date of, 2014 by and between the State of Florida Department of Transportation (FDOT), an agency of the State of Florida, herein after called the "Department" and Escambia County B.O.C.C. located at 221 Palafox Place, Pensacola, FL 32502 herein after called the "Loca Government".
WHEREAS, the Federal Highway Administration (FHWA) has established an Emergency Relief Program codified at 23 USC §125; and
WHEREAS, the FHWA has, as a result of the Executive Order(s) 14-144 , dated April 30 , 2014 fo Emergency Event(s) Spring Storm April 2014 authorized funding to be provided to the Department for relief from the damage inflicted by said event(s); and
WHEREAS, this Emergency Relief Program Agreement provides for reimbursement to the Local Government fo emergency relief; and
WHEREAS, the Local Government has incurred certain costs and expenses as a direct result of the event(s) as contained on the attached Detailed Damage Inspection Reports (DDIR(s)); and
WHEREAS, it has been determined that emergency repairs are necessary and that the costs and expenses of said repairs are eligible for reimbursement up to 100%, dependent on the amount of allocation made by FHWA; and
WHEREAS, pursuant to Section 334.044(7), Florida Statutes, the Department may enter into an interlocal agreement with the Local Government for the work contemplated herein; and
WHEREAS, the Local Government by Resolution No adopted on, 20 a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.
NOW THEREFORE in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:
The parties agree as follows:

- 1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Reimbursement Agreement.
- 2. The Department enters into this agreement as the administrator of the FHWA Emergency Relief Program funds with the administration of funds being subject to the terms and conditions of 23 USC §125 and the Program Administration Manual published by the FHWA.
- 3. The scope of work and services authorized by FHWA are described in the DDIR(s), attached and incorporated herein as Exhibit A.
- 4. Subject to the terms and conditions of the Emergency Relief Program Manual at http://www.fhwa.dot.gov/reports/erm/erm.pdf, the Department agrees to reimburse the Local Government for eligible costs from the funds allocated to the Department for said purposes.
- 5. The Local Government shall be fully responsible for the proper billing of any federal reimbursable costs or charges, including those incurred by its contractors and subcontractors. The Local Government shall timely submit invoices and documents necessary for the close out of the project.

The Local Government agrees to promptly reimburse the Department for any and all amounts for which the Department has made payment to the Local Government if such amounts become ineligible, disqualified, or disallowed for federal reimbursement due to any act, error, omission, or negligence of the Local Government, including missing or deficient documentation of costs and charges, untimely, incomplete, or insufficient submittals including the required DDIR, or any other reason declared by FHWA.

The Local Government agrees that the Department may offset such amounts from payments due for work or services done under any agreement between the parties if payment from the Local Government is not received by the Department after 90 days of written notice from the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

The Local Government understands that if it fails to timely perform its obligations, or timely submit invoices and documents necessary for the close out of the project, the maximum limiting amount may become unavailable or reduced due to a removal or withdrawal of federal funds or a loss of state appropriation, and the Department will have no obligation to provide funds from other sources. The Local Government agrees that in the event the maximum limiting amount of this Agreement is reduced by such removal, withdrawal, or loss of funds, the Local Government will be solely responsible for payment of costs and outstanding invoices no longer reimbursable due to the loss of funding.

- 6. Invoices for fees and other compensation will be certified by the Local Government as being due and eligible for reimbursement and shall be submitted in sufficient detail along with appropriate supporting documentation to allow a proper pre and post audit thereof.
- 7. The Department agrees to reimburse the Local Government an amount not to exceed a maximum limiting amount of \$ (116,000) one hundred sixteen thousand dollars (amount spelled out) for actual direct costs. This is a maximum limiting amount. Amount paid will not exceed FDOT's approved and FHWA's authorized amount for the work scope described in the DDIR(s). Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

paymer	nts.	
Check	ail that	apply).
•	\boxtimes	This amount may be adjusted by agreement of both parties documented in an amendment to this agreement.
	\boxtimes	Will be paid upon processing of an approved invoice pursuant the invoice requirements of this agreement.
		 ☑ Invoices will be submitted monthly ☐ Invoices will be submitted quarterly ☐ Invoices will be submitted ☐ One invoice will be submitted upon completion

- 8. Choose one of the following:
 - Travel costs will not be reimbursed.

 Travel costs will be reimbursed if submitted pursuant to and in compliance with Section 112.061, Florida Statutes.
- 9. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the Local Government requests payment. Invoices that have to be returned to a Local Government because of Local Government preparation errors will result in a delay in payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- 10. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
- 11. The Local Government agrees to complete the project on or before <u>December 31</u> 2014. If the Local Government does not complete the project within this time period, this Reimbursement Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Local Government and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the agreement will not be reimbursed by the Department.
- 12. Recipients of federal funds awarded by the Department to the Local Government are subject to audits as defined in OMB Circular A-133, as revised. See attached Audit Requirements, attached and incorporated herein as Exhibit B.
- 13. In the event this Agreement is in excess of \$25,000.00 or has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such

contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one year."

- 14. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 15. Agreements that are entered into by the Local Government with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds shall:
 - a. Be negotiated, solicited, or openly bid by the Local Government. Note: Pre-event agreements must be openly bid.
 - b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: http://www.dot.state.fl.us/construction/wage.shtm; however, Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project.
 - c. Include the "Required Contract Provisions for Federal-Aid Construction Contracts" (FHWA- 1273) a copy of which is attached and incorporated herein as Exhibit E; however, Form 1273 is not required for scope of work specific to debris removal monitoring.
 - d. Mandate compliance with Federal "Buy America Requirements", a copy of which is attached and incorporated herein as Exhibit D.
 - e. Mandate coordination by the Local Government and the third party contractor with the Department to assure compliance with the requirements of the National Environmental Policy Act (NEPA) of 1969.
 - f. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirement for the Contractor and/or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at http://www.dot.state.fl.us/equalopportunityoffice/.
 - g. Mandate compliance with all requirements as imposed by the Americans with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.
 - h. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.
 - i. Contracts for debris monitoring services must be procured in accordance with Section 287.055, Florida Statutes, or Section 287.057, Florida Statutes, as a contractual service and the procurement method must be consistent with 49 CFR Part 18. Debris monitoring contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - j. Professional consultant contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
- 16. Exhibit C, attached and incorporated herein, indicates Federal resources and state financial assistance awarded through the Department by this agreement.
- 17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after the Department has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Local Government's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. All invoices are to be mailed to:

Florida Department of Transportation
Attn: <u>Dustin Castells</u>
1074 Highway 90 East
Chipley , Florida 32428

19. Contact Names and Addresses:

Local Government: Escambia County B.O.C.C.	
Address: Public Works Department	
3363 West Park Place	
Pensacola	<u>, Florida 32505</u>
Contact Name: Colby Brown	
Contact Telephone: 850-595-3433 or 850-554-3034	
Florida Department of Transportation Address:	
1074 Highway 90 East	
Chipley	
	, Florida 32428
Contact Name: Dustin Castells	
Contact Telephone: 850-330-1227	

- 20. This Reimbursement Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Reimbursement Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The terms and conditions herein, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions.
- 21. It is understood and agreed by the parties hereto that if any part, term, or provision of this Reimbursement Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, 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 Reimbursement Agreement did not contain the particular part, term, or provision held to be invalid.
- 22. Any questions or matters arising under this Reimbursement Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida.
- 23. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
- 24. In any legal action related to this Reimbursement Agreement, instituted by either party, the Local Government hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Local Government, the Local Government hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- 25. The parties hereby agree to bear their own attorney's fees and costs with respect to this Reimbursement Agreement.
- 26. The parties hereby agree and covenant that this Reimbursement Agreement is binding on the parties, their heirsat-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 27. A modification or waiver of any of the provisions of this Reimbursement Agreement shall be effective only if made in writing and executed with the same formality as this Reimbursement Agreement.

28. Vendors/Contractors:

- shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, parties have executed this Agreement on the date first above written.

LOCAL GOVERNMENT Escambia County B.O.C.C.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Ву:	Ву:
Name: Lumon J. May	Name: Jason D. Peters, P.E.
Title: Chairman	Title: Director of Transportation Development
Pam Childers Attest: Clerk of the Circuit Court By:	Attest:
(SEAL) Deputy Clerk	Executive Secretary
Approved as to Form, Legality And Execution:	Department Legal Review:
Local Government Attorney	Authorization Received From the Department's Comptroller as to Availability of Funds:
	Date

EXHIBIT	Α					Second Number	. <i>5</i>
U.S. Daparanom	DETAILED I	DAMAGE	INSPECTIO	ON REPOR	T:	Report Number	SF-48
ol Transportation Federal Highway Administration	(Titl	e 23, Feder	al-aid Highw	ays)		Sheet	1 of 1
Location (Name of Ros	and Milepost)					FHWA Disaster	Number
Rauer Road & W	Weekley Bayou(CR	293}	48425	3		FI	L-14-01
	W 87°24'7.73"		•	_		Inspection Date	!
	48	505000	.793			05	5-30-14
Description of Damage	• • •	50355				Federal-aid Rou	de Number
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ignificant er	osion. The slope	s that pr	reviously i	nad riprap	needs to	<u> </u>	Cambi
e re-establis	hed and the shou	lders nee	ed to be re	built. The	riprap	State	County
nder the sout	h end of the bri	.dge also -fabric a	needs to i ind riprapi	e re-esta: was damad	orienea Sed. E	FL	Escambia
110 0110 170100	44.		Cost Estin				
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(E	Equipment, Labor, and Mate	rn813)				Completed	Remaining
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Remove Exist	ing Riprap		LS	510,000	1		\$10,000.
Riprap (18*	deep)		TN	\$65.00	288		\$18,720.
Provide Fill	Along Road Show	ilders	CY	57.50	100		\$750.
Demobilize Sod (Shoulde			LS	\$1,500.0	1		\$1,500.
Sod (Shoulde	rs and Slopes)		SY	\$2.85	150		\$1,282.
Geo-Fabric	_		SY	\$11.00	1,000		\$11,000.
Maintenance	of Traffic = 10%	1	LS	\$4,625.25	1		\$4,625.
Geo-Fabric Maintenance			LS	\$2,312.	1		\$2,312.
Method				andin to mining and 1886.	Subtotal		\$53,190.
. Local F	Forces State F	Forces	. Contract		PE/CE		\$10,638.
·			·		Emerç }	gency Repair Total	\$63,828.
					i		
Method	cal Forces Sta	ite Forces	√ Contro			Subtotal PE/CE	\$0.0

Local Agency Representative

EAVEIS

Ineligible

__ No

Form FHWA-1547 (Rev. 4-98)

Calegorical Exclusion

Recommendation

Concurrence

Сопсипенсе

Carts Administrator

Estimated Total

\$63,828.46

7-22-14 Date

US. Description (Title 23, Federal-aid Highways) Transported for Transported Agreement of Trans	EXHIBIT	Α				Report Numb	oer /
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Description of Damage Rising atorm water over topped roadway. Fill material beneath roadway settled in multiple locations on top of culvert and caused multiple localized areas of roadway to settle. No noticeable state of footrelated areas of roadway to settle. No noticeable state of fill material was noticed around/through headwalls of through full multiple locations of roadway was demolianed, dvc	Location (Name of Ro	oud and Milepost)				FHWA Disast	
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EXHIBIT B Audit Requirements

FEDERALLY FUNDED CONTRACTS

The administration of resources awarded by the Department to Escambia County B.O.C.C. may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to Escambia County B.O.C.C. regarding such audit. Escambia County B.O.C.C further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

- 1. 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 A-133, as revised. EXHIBIT C to this agreement indicates Federal resources awarded through the Department 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 Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
- 2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
- 3. 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 A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT C to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from

the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

- 1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
- 2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

- 3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405

Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

- 4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, FL 32399-0405 Email: FDOTSingleAudit@dot.state.fl.us

- 5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for

a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency FHWA Catalog of Federal Domestic Assistance (Number & Title)
20.205 Highway Planning and Construction

<u>Amount</u> \$116,000.00

Compliance Requirements

1. The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

2.

3.

STATE RESOURCES

State Agency Catalog of State Domestic Assistance (Number & Title)

Amount

Compliance Requirements

1.

2.

3.

Matching Resources for Federal Programs

<u>Federal Agency</u> <u>Catalog of Federal Domestic Assistance (Number & Title)</u>

Amount

Compliance Requirements

1.

2.

3.

NOTE: Section .400(d) of OMB Circular 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.

EXHIBIT D Federal Highway Administration Provision – Buy America

Source of Supply - Steel (Federal-Aid Contracts Only): For Federal-aid Contracts, only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe. prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual value). Furnish each such certification to the Engineer prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project. furnish invoices to document the cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project.

EXHIBIT E Required Contract Provisions Federal-Aid Construction Contracts

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

Attachments

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
 - Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seg.) set forth under 28 CFR 35 and 29 CFR 1630

are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

- EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO
 Officer who will have the responsibility for and must be capable of effectively administering and promoting
 an active contractor program of EEO and who must be assigned adequate authority and responsibility to
 do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors

at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any

costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

- 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- 4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees

- Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the
 predetermined rate for the work performed unless they are employed pursuant to and
 individually registered in a program which has received prior approval, evidenced by formal
 certification by the DOL, Employment and Training Administration.
- 2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- 3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not

mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- The payroll records shall contain the name, social security number, and address of each such b. employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. 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 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/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 paragraph 2b of this Section V and that such information is correct and complete;
 - 2. That such 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 the Regulations, 29 CFR 3;

- 3. That each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be

construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federalaid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by

- Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary 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," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f 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 other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

3. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this 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.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. 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 other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer 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.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. 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. 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.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
- 5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Last modified on March 11, 2005

Filename: LGA ER Agreement

Directory: L:\# Emergency Contracts with Locals\Spring Storm

2014\Escambia County\JPA Agreements\Agreement -4

Template:

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Title: Spell check

Spell check while protected macro test

Subject:

Author: Roger VanLandingham

Keywords: Comments:

Creation Date: 5/6/2014 4:17:00 PM

Change Number: 16

Last Saved On: 9/11/2014 2:38:00 PM

Last Saved By: Dustin Castells Total Editing Time: 77 Minutes

Last Printed On: 9/12/2014 2:59:00 PM

As of Last Complete Printing Number of Pages: 27

Number of Words: 14,639 (approx.) Number of Characters: 83,446 (approx.)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6829 County Administrator's Report 9. 13.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Juvenile Justice Mechanical Flood Repairs PD 13-14.094

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Juvenile Justice Mechanical Flood Repairs - Amy Lovoy, Management and Budget Services Department Director

That the Board award Contract #PD 13-14.094, Juvenile Justice Mechanical Flood Repairs to, James B. Donaghey, Inc., in the amount of \$94,414, and authorize the County Administrator to execute all Purchase Orders, \$50,000, or greater, for the Owner Direct Purchases.

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56401, Project #414F0080]

BACKGROUND:

The Juvenile Justice Center sustained damage from the April 29, 2014 flood event. All repairs have been completed with the exception of replacing the damaged mechanical and electrical components on the north side of the building. An electrical and mechanical engineer prepared the construction documents necessary to solicit this project. The Office of Purchasing advertised the solicitation in the Pensacola News Journal on September 15, 2014 and four bids were received with James B. Donaghey being the most reasonable and responsive bidder. This project will be submitted for reimbursement under the County's flood insurance policy.

BUDGETARY IMPACT:

[Funding: Fund 501, Internal Service Fund, Cost Center 140836, Object Code 56401, Project #414F0080]

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, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Contract and Purchase Order.

Attachments

Awarded Bid Tab

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION Bid Opening Time: 3:00 pm CDT Bid Opening Date: 10/01/2014 Bid Opening Location: Rm 11.407	DESCRIPTION: Juvenile Justice Mechanical Flood Repairs BID # PD 13-14.094 Certificate of Acknowledgement Sworn Total B								Total Base Bid
	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	StatementPursuant to Section 287.133(3)(a), FL Statutues on Entity Crimes	Total Base Bid
NAME OF BIDDER					N	Yes	N/A	Yes	\$101.400
A. E. New, Jr., Inc.	Yes	Yes	N/A	Yes	No	165	N/A		
				V	Yes	Yes	N/A	Yes	\$104,500
Hewes and Company LLC	Yes	Yes	N/A	Yes	Tes				-
		0.0	2016	Yes	Yes	Yes	N/A	Yes	\$94,414
James B. Donaghey, Inc.	Yes	Yes	N/A	105	103				
			N1/A	Yes	Yes	Yes	N/A	Yes	\$109.989
McNorton Mechanical Contractors, Inc.	Yes	Yes	N/A	ics	103				
	-	-							
BIDS OPENED BY:	Joe F. Pil	llitary, Jr., 1	Purchasing Coord	inator DAT	E: 10/01/2014				
BIDS TABULATED BY:	Angie H	olbrook, S	OSA	DATI	E: 10/01/2014				
BIDS WITNESSED BY:	Angie Holbrook, SOSA DATE: 10/01/2014								

CAR BOCC DATE 10/16/2014 DATE 10/16/2014

The Purchasing Chief/Designee recommends to the BCC: To award a contract to James B. Donaghey, Inc. for the total base bid of \$94,414.00

	(M),F.S., all documents relating to this tabulation are available for public	c inspection and copying at the office of the Purchasing Manager.
Pursuant to Section 119.07(3	(M),F.S., an documents relating to this tabulation as a	
Notes:		

Posted @ 3:45 p.m. CDT on 10/03/2014

FP/abh



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6972 County Administrator's Report 9. 14.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: PD 13-14.091, Purchase of Fire Rescue Uniforms Contract

From: Amy Lovoy, Department Director

Organization: OMB

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Fire Rescue Uniforms Contract - Amy Lovoy, Management and Budget Services Department Director

That the Board award PD 13-14.091, Purchase of Fire Rescue Uniforms Contract, in accordance with the terms and conditions of the solicitation, in an estimated yearly amount of \$140,000, and approve a three-year Agreement for the Purchase of Uniforms between Escambia County and Bosso's Uniform Company, Inc., with two, twelve-month extension periods, not to exceed a total of 60 months.

[Funding: Fund 143, Fire Protection, Cost Center 330206, Object Code 55201, and Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55201, as required for the annual Budgeted amount of \$140,000]

BACKGROUND:

The Office of Purchasing, advertised the Invitation to Bid on August 26,2014 and received one Bid on September 23, 2014, from Bosso's Uniform Company, Inc. who was selected the most responsive Bidder on this Solictation.

BUDGETARY IMPACT:

[Funding: (ECFR) Fund 143, Fire Protection - Cost Center 330206, Object Code 55201, and (ECEMS) Fund 408, Emergency Medical Services, Cost Center 330302, Object Code 55201, as required for the annual Budgeted amount of \$140,000]

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual of the County Attorney's Office prepared the Contract.

PERSONNEL:

The Battalion Chief of Escambia County Fire Rescue, shall serve as the County Administrator's designee for the Contract and Management of this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance, Escambia County, FL, Chapter 46, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order and Contract.

	Attachments	
<u>Bid Tab</u>		
<u>Agreement</u>		

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRIPTION: Purchase of Fire Rescue Uniforms Contract BID # PD 13-14.091							
Bid Opening Time: 10:30 am CDT Bid Opening Date: 09/23/2014 Bid Opening Location: Rm 11.201	Cover Sheet/ Acknowledgement	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Acknowledge ment of Addendum	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Monthly Total	
NAME OF BIDDER							05050.25	
Bosso's Uniform Co., Inc.	Y	Bond	Y	Y	NA	Y	\$5958.35	
BIDS OPENED BY:	Lester L. Boyd, Purchasing Specialist DATE: 9/23/2014							
BIDS TABULATED BY:	Lori Kistler, SOSA DATE: 9/23/2014							
BIDS WITNESSED BY:	Lori Kistler, SOSA DATE: 9/23/2014							

CAR BOCC

DATE 10/16/2014 DATE 10/16/2014

The Purchasing Chief/Designee recommends to the BCC: To AWARD a Contract to Bosso's Uniform Co., Inc. in a monthly amount of \$5958.35.

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 @ 11:30a.m. CDT on 09/26/2014

AGREEMENT FOR THE PURCHASE OF UNIFORMS PD 13-14.091

THIS AGREEMENT is made this ____ day of October, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Bosso's Uniform Company, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-2617169 and whose principal address is 1114 West Government Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, on September 8, 2014, the County issued an Invitation to Bidders (PD 13-14.091) seeking a vendor to provide uniforms for the Escambia County Department of Public Safety on an as-needed basis; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such uniform supplies; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such uniforms as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

- 1. <u>Recitals</u>. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 2. <u>Term.</u> This Agreement shall commence as of the effective date and continue for a term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for two additional one (1) year terms.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. <u>Scope.</u> Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for the Purchase of Fire Rescue and Emergency Medical Services Uniforms, Specification No. P.D. 13-14.091, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

- 4. <u>Pricing.</u> County shall pay Contractor for uniforms and related accessories in accordance with the Contractor's Bid Form, dated September 23, 2014, provided as part of the Contractor's Bid, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.
- 5. <u>Price Adjustments</u>. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 60 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bona fide cost increase to the vendor. Adjustment in price shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.
- 6. <u>Purchase Orders</u>. The County shall issue written purchase orders for supplies to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.
- 7. <u>Method of Payment/Billing</u>. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
- 8. <u>Termination.</u> This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for materials purchased through the date of termination.
- 9. <u>Indemnification</u>. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter,

which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

- 10. <u>Insurance</u>. 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) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Excess or Umbrella Liability coverage.
 - (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 Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
 - (f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County 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.
- 11. <u>Independent Contractor Status.</u> In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Bosso's Uniform Company, Inc. Attention: David Bosso 1114 West Government Street Pensacola, Florida 32502 To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

- 13 <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 shall be in the County of Escambia.
- 14. <u>Public Records.</u> The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- 15. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.
- 16. <u>Compliance with Laws.</u> Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.
- 17. <u>Assignment of Agreement</u>. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement

shall run with the Escambia County Board of County Commissioners and its successors.

- 18. <u>Miscellaneous.</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 19. <u>Annual Appropriation</u>. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

		COUNTY:	
ATTEST:	Pam Childers Clerk of the Circuit Court	BOARD OF COUNTY COMMIS ESCAMBIA COUNTY, FLORIDA	SIONERS
		Ву:	
Ву:		Lumon J. May, Chairman	
Dy.	Deputy Clerk	Approved	as to form and
(SEAL)		sufficiency	as to tollin and
		By/Title Date:	de la
		CONTRACTOR:	
		BOSSO'S UNIFORM COMPANY, INC	Э.
ATTEST:			
		By:	
		David Bosso, President	
Ву:		Date:	
Cor	porate Secretary	1 2 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

(SEAL)

ESCAMBIA COUNTY FLORIDA

INVITATION TO BIDDERS

PURCHASE OF FIRE RESCUE UNIFORMS CONTRACT

SPECIFICATION NUMBER PD 13-14.091

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M. CDT, TUESDAY SEPTEMBER 23, 2014

Office of Purchasing, Room 11.101 Matt Langley Bell III Building 213 Palafox Place, 2nd Floor, Pensacola, FL 32502

Board of County Commissioners

Lumon J. May, Chairman Steven L. Barry, Vice Chairman Wilson B. Robertson Grover C. Robinson IV Gene Valentino

From: Claudia Simmons, Purchasing Manager

Procurement Assistance: Lester L. Boyd Purchasing Specialist Office of Purchasing, 2nd Floor Matt Langley Bell, III Building 213 Palafox Place Tel: (850) 595-4944 Fax: (850) 595-4805 Lester Boyd@co.escambia.fl.us Technical Assistance Adam J. Harrison Support Operations Division Manager, Fire Rescue Escambia County Public Safety 6575 North "W" Street Pensacola, Florida 32505-1714 Tel: (850) 475-5557 Fax: (850) 475-5535

Ajharrison@co.escambia.fl.us

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.091, "Purchase of Fire Rescue Uniforms Contract", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordnances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

SCOPE OF WORK SUMMARY

Objective: To create a cafeteria plan for the purchase of uniforms and accessories. This plan will allow employees and volunteers to purchase not only needed uniform items but will also allow them to purchase certain accessories that are utilized by ECFR and ECEMS employees and volunteers.

Process: The following format has been proposed:

- 1. Establish employee accounts with the selected vendor. The vendor shall provide each employee and/or volunteer an account on the vendor's internet website that will calculate his or her balance. The account shall be specific to each employee/volunteer requiring the use of a user name and password. The on-line account will allow employees/volunteers to order uniform items throughout the fiscal year terminating at a date established by the county.
- 2. New employees or volunteers may submit their first order directly to the vendor for expedited services until an on-line account has been created.
- 3. Establish a once a year uniform fitting that requires the vendor to visit the fire stations and Public Safety fitting personnel as needed. The fittings shall take place early in the new fiscal year that begins October 01 and shall be agreed upon by Escambia County Fire Rescue, Escambia County Emergency Medical Services and the vendor. New employees/members will have the option of visiting the store to be fitted if awarded to a local vendor in Escambia County. Vendors outside Escambia County will be required to visit the employees/volunteers station or another location determined by Escambia County for fitting new employees and/or volunteers.
- 4. A list of uniform items will be established, all items will be of the same manufacturer as specified by the county. Employees/volunteers will not be authorized to purchase any other types of items utilizing county funding unless authorized by their divisions. Authorized representatives from each division reserve the right to add/delete uniform items and/or accessories at the beginning of each new fiscal year or as necessary due to discontinued items or items on back order.

- 5. An invoice of the items ordered will be provided upon delivery of complete orders only to a specified delivery location. The order will be verified by a representative from the appropriate division for accuracy as compared to the invoice provided. The representative will sign the invoices providing a copy to the vendor and a copy that shall be forwarded to Fire or EMS administrations. Uniform items must be signed for by the employee or volunteer before they are removed from the pre-determined delivery location.
- 6. Any substitutions due to discontinued items must be submitted with bid to include at a minimum the manufacturer, model and/or item number, brief description, and pricing. Any items substituted after the contract has been awarded must be authorized by the appropriate agency first.

2. <u>Procurement Questions</u>

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone: (850) 595-4944 or Fax: (850) 595-4805.

3. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

N/A

5. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (this includes inside delivery if requested) to designated point within Escambia County.

6. Delivery

Delivery shall be as notified by Escambla County Fire Rescue Department. The quantity will depend upon the County's need at the time of request.

7. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed original invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an original invoice, in duplicate, to:

Clerk of the Circuit Court Attention: Accounts Payable 223 Palafox Place, Room 204 Pensacola, FL. 32502

8. <u>Information and Descriptive Literature</u>

Offerors shall furnish all information requested and in the space provided on the bid/proposal

form, if any. Furthermore, each offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

9. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

10. Samples/Demonstrations

Samples of any product shall be furnished upon request for a quality test or comparison without cost to the County. All samples shall be identified by vendor name and solicitation number.

11. Protection of Property/Security

All work shall be completed in every respect and accomplished in a professional manner.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

Contract Information NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months, and the Contract my be renewed for two (2) twelve month periods, up to a maximum of sixty (60) months upon mutual agreement of both parties. Any changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

The contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

14. <u>Interim Extension of Performance</u>

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of twelve months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

15. Pricing

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

16. Price Adjustment

The contract resulting from this Solicitation may include provisions for two (2) price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be accepted by the County's designated representative. Adjustment in price shall be accomplished by written amendment to this contract.

17. Purchasing Agreements with other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies, <u>unless otherwise stipulated by the offeror on the bid form</u>.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

18. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.
- D. Additional items

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

19. Ordering

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid form.

The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction.

The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid form.

20. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. Award

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County.

Escambia County reserves the right to increase or decrease estimated quantities as required. The County is not obligated to purchase any minimum or maximum amount during the life of this contract.

22. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

25. Quantity

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

26. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractors work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractors interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractors' deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County-s acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.

Designate Escambia County as the Certificate holder as follows:

Escambia County
Attention: Lester L. Boyd, Purchasing Specialist
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL. 32502
Fax: (850) 595-4805

4. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor=s obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor=s insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

27. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Uniform Specifications Plan

Pants:

Tru-Spec / mens / 65% polyester 35% cotton / 4 pocket pants / navy blue / AL1187

Tru-Spec / ladies / 65% polyester 35% cotton / 4 pocket pants / navy blue / AL1192

Tru-Spec / mens / 65% polyester 35% cotton / 6 pocket pants / navy blue (EMS style pants) / AL1120

Tru-Spec / womens / 65% polyester 35% cotton / 6 pocket pants / navy blue / (EMS style pants) / AL1125

- 5.11 trousers / mens / twill TDU / KL74004
- 5.11 trousers / mens / rip stop TDU / KL74003

Propper / ladies / EMT pants / PIF5245

Propper / mens / EMT pants / PIF5244

Fechheimer / class "A" trousers / 100 % polyester / FH38200

Southeastern / 65% polyester 35% cotton / mens / 4 pocket pants / navy blue / SE3001

Southeastern / 65% polyester 35% cotton / ladies / 4 pocket pants / navy blue / SEL3001

Duty Shirts / button front:

Elbeco / mens / Tex Trop / 100% polyester / white / short sleeve / 3310

Elbeco / ladies / Tex Trop / 100% polyester / white / short sleeve / 9810

Elbeco / ladies / Tex Trop / 100% polyester / white / long sleeve / EL9310 Elbeco / mens / Tex Trop / 100% polyester / white / long sleeve / 310

Elbeco / mens / Tex Trop / 100% polyester / light blue / long sleeve / 313

Elbeco / ladies / Tex Trop / 100% polyester / light blue / long sleeve /

Elbeco / ladies / Tex Trop / 100% polyester / light blue / short sleeve / 9813

Elbeco / mens / Tex Trop / 100% polyester / light blue / short sleeve /

Southeast / mens / blended / white / embroldered only / short sleeve / 3203

Southeast / ladies / blended / white / embroidered only / short sleeve / L3203

Southeast / mens / blended / white / embroidered only / long sleeve / 3103

Southeast / ladies / blended / white / embroidered only / long sleeve / L3103

Southeast / mens / blended / light blue / embroidered only / short sleeve / 3202

Southeast / ladies / blended / light blue / embroidered only / short sleeve / L3202

Southeast / mens / blended / light blue / embroidered only / long sleeve / 3102

Southeast / ladies / blended / light blue / embroidered only / long sleeve / L3102

Southeast / mens / blended / navy blue / embroidered only / short sleeve / 3201

Southeast / ladies / blended / navy blue / embroidered only / short sleeve / L3201

Southeast / mens / blended / navy blue / embroidered only / long sleeve / 3101

Southeast / ladies / blended / navy blue / embroidered only / long sleeve / L3101

Southeastern / ladies / Tex Trop / 100% polyester / white with navy blue eplets / long sleeve / SEL9103

Southeastern / mens / Tex Trop / 100% polyester / white with navy blue eplets / long sleeve / SE9103

Southeastern / ladies / blended / white with navy blue eplets / short sleeve / SEL3203

Southeastern / mens / blended / white with navy blue eplets / short sleeve / SE3203

Southeastern / ladies / blended / white with navy blue eplets / long sleeve / SEL3103

Southeastern / mens / blended / white with navy blue eplets / long sleeve / SE3103

Southeastern / ladies / Tex Trop / 100% polyester / white with navy blue eplets / short sleeve / SEL9203

Southeastern / mens / Tex Trop / 100% polyester / white with navy blue eplets / short sleeve / SE9203

Tru-Spec / polo-shirt / white / ECEMS logo embroidered on left chest / screen print rank on back / supervisors only / AL4326

Tru-Spec / polo-shirt / red / ECEMS logo embroidered on left chest / screen print rank on back /AL4332

Fruit of the Loom Tee shirt / navy blue / (ECEMS logo screen print on left chest and ECEMS letters screen printed on back) / 5930

Fecheimer / oversize shirts only / FH65R5400

Shorts:

MOCEAN 6 pocket shorts (navy blue / beach crews)
Reflective stripe on pockets

Tru-Spec / mens / 65% polyester 35% cotton / 6 pocket shorts (navy blue / EMS style) / AL4266

Tru-Spec / ladies / 65% polyester 35% cotton / 6 pocket shorts / navy blue EMS style / AL1196

Belts:

1 ¼ " plain black leather (nickel or brass buckle)

1 % " clarion black leather (nickel or brass buckle)

Jacket / Rain Wear:

Horacesmall jacket / navy blue / new generation / unisex / HS3350

Fecheimer / unisex / double breasted / class "A" blazer / 100 % polyester / FH38804

Fecheimer / unisex / single breasted / class "A" blazer / 100% polyester / FH38803

Anchor Rain Coat / class "A"/ navy blue

Hartwell / windbreaker / navy blue / (screenprint ECEMS logo on left chest & ECEMS lettering on back) / 201A

Port Authority / navy blue / (embroidered ECEMS logo on left chest) / SMJ754

Game Sport rain jacket / ANSI HI-VIS / ECFR or ECEMS screen print on back / GS1340

Game Sport rain pants / ANSI HI-VIS / zipper in leg & elastic waistband / GS1450

Boots & Shoes:

Bates hi gloss oxfords / mens / BA942

Bates hi gloss oxfords / ladies / BA742

Thorogood 10" pull on boots / mens / WB834-6211

Thorogood 6" lace up boots / mens / WB834-6874

Bates 8" Durashock waterproof lace up boots / mens / BA3135

Rocky First Med / mens / RYFQ911-113

Weinbrenner / 6" mesh boots / mens / 8046190

Haix black anti-slip microfiber textile low shoe / mens / HX300001

Haix black tactical low leather shoe water proof slip resistant / mens /HX300101

Tru Spec / 8" boot / side zip / AL4050

Thorogood / 6" boot / mens / comes in extra wide leather & nylon / WB834-6290

Reebok / ladies / 8" side zipper / water resistant leather & ballistic nylon / RB877

Reebok / mens / 8" side zipper / water resistant leather & ballistic nylon / RB8877

Reebok / ladies / 8" side zipper / smooth leather & ballistic nylon / RB888

Reebok / mens / 8" side zipper / smooth leather & ballistic nylon / RB8877

Reebok / mens / 6" side zipper / smooth leather & ballistic nylon / RB8678

Reebok / mens / 6" side zipper / water resistant leather & ballistic nylon / RB8688

Rocky / mens / 8" side zipper / water resistant leather & nylon upper / RY2173

Bates / mens / 8" tactical side zipper / BA2261

Bates / ladies / 8" side zipper / waterproof & nylon / BAE2788

Bates / mens / 8" boot / ICS comfort system / leather & nylon / BA2348

Bates / mens / 6" boot / ICS comfort system / leather & nylon / BA2346

Bates / mens / 8" side zipper / waterproof breathable boot / BA2268

Thorogood / mens / waterproof / blood borne pathogen compliant / WB834-6760

Misc equipment, clothing, and services:

Zipper sewn into duty shirt / button front

Alterations to class "A" blazer / sewing in maltese crosses & rank striping

Monogramming for blended shirts / (badge on left chest, name and rank on right chest, and bugles as necessary) / gold or silver

ECFR, EMT, Paramedic patch sewn on shirt

ECFR, EMT, Paramedic patch sewn on jacket

ECEMS, EMT, Paramedic, Star of Life patch sewn on shirt

ECEMS, EMT, Paramedic, Star of Life patch sewn on jacket

Florida Paramedic Patch

Florida EMT Patch

American Flag Patch

Maltese Cross for class "A" blazer / one for every five years of service / gold or silver

Rank striping for class "A" blazer / gold or silver

Tie / Uniform Cravats / 100% polyester / black

Crossover / 100% polyester / black

EMS duty belt (nylon / black) / HWDXTB

EMS trouser belt / Velcro for duty belt / (nylon / black) / HWWB1

Cap snake / silver or gold

Job shirt / Charles River Apparel / 80% cotton 20% polyester / non-denim (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) or (embroidered ECEMS logo on left chest & ECEMS 5" letters on back) / CV9646

Job shirt / Charles River Apparel / 80% cotton 20% polyester / denim collar and elbow pads / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) or (embroidered ECEMS logo on left chest & ECEMS 5" letters on back) / CV9645

Work-out shorts with pockets / Augusta / blended / navy blue / (screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left lower leg) / 803

Jerzees sweatpants / 100% pre-shrunk cotton / navy blue (screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left leg) / 973

New work out shirt / blended / dry fit / (screen print Escambia County in cursive approx 3/8" letters and Fire Rescue in block 1 1/8" letters on left chest) / N3142

Ball cap / Flexfit / 83% acrylic 15% wool 2% spandex / (embroidered with ECFR or ECEMS logo 1 %" silver, or gold letters on front) / AS6477

Midway cap / N.Y. Bell cap / white or navy blue

Jumpsuit / Red Kap / 65% polyester 35% cotton / navy blue / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) / RKCT10NV

Bennie cap / navy blue / (embroidered with ECFR 1 $\frac{1}{2}$ " letters on front) or (embroidered with ECEMS logo on front) / 1500 or 1501

Ball cap / mesh / one size fits all / ECEMS logo / ODJM123

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA SUBMIT OFFERS TO:

Claudia Simmons Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Post Office Box 1591, Pensacola, FL 32591-1591

Phone No: (850) 595-4980 Fax No: (850) 595-4805

Invitation to Bid

PURCHASE OF FIRE RESCUE UNIFORMS CONTRACT SOLICITATION NUMBER: PD 13-14.091

SOLICITATION

MAILING DATE: MONDAY, SEPTEMBER 8, 2014 OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, TUESDAY, SEPTEMBER 23, 2014, AND MAY NOT BE WITHDRAWN WITHIN 90 DAYS AFTER SUCH DATE AND TIME.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Courty Office of Parthasing and will remain posted for a period of two (2) business days.

Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

	OFFER (SHALL BE COMPLETED BY OFFEROR)
FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. 1 59-261-7169	NUMBER: TERMS OF PAYMENT: Net 30
DELIVERY DATE WILL BEDAYS AFTER RECIEPT OF	PURCHASE ORDER.
VENDOR NAME: Bosso's Uniform C ADDRESS: 1114 West Government	
CITY, ST. & ZIP: Pensacola Fl 32	502 5% DUB
PHONE NO.: 850) 438-7608	
TOLL FREE NO.: ()	
FAX NO.: (850_434-6466	
I certify that this offer is made without prior understanding, agreement, or connection, we person withmining an offer for the same insertials, supplies, or equipment, and is in a collisation or final. I agree to shade by all Goodniess of this offer and certify that I am and the offeror said that the offeror is in compliance with all requirement of the solicitation, certification requirements. In submitting an offer to Exambia County Florida, the offer accepted, the offeror will locusty, sell, using or transfer to Exambia County Florida, alto all causes of action it may now or hereafter acquire under the Anti-trans taws of the U Florida for price flaing relating to the particular commodities or services purchased or as Florida. At the County's discretion such assignment shall be under and become offer trades. Failure to execute this Form binding the bidder's offer shall be a such as the offeror.	In respect that also wished to first for including but not limited to more agrees that if the offer is riched plan to the limited to more agrees that if the offer is right title and lateres in and mixed States and the State of control to Parachia County or Control to Parachia County of the State of County of the State o
Upon certification of award the contract shall be signed by the President or V of the company. Awarded contractor shall submit a copy of the resolution to response of the awarded contractor is incorporated by reference herein and to	
CONTRACTOR	ESCANBIA COUNTY FLORIDA
Name and Title of Signer (Type or Print)	Name and Title of Signer (Type or Print)
Name of Contractor	Ву
Name of Constitution	County Administrator Due
BySignature of Person Authorized to Sign Date	WITNESS Date
	WITNESS
ATTEST: Corporate Secretary Date	Date
[CORPORATE SEAL]	
ATTEST:	Awarded Date
Witness Date	
ATTEST:	Effective Date



BID FORM

Specification Number PD 13-14.091 **Purchase of Fire Rescue Uniforms Contract**

Board of County Commissioners Escambia County, Florida Pensacola, Florida 32502

Date:	9-	23-	-40	1	4	
			_		_	

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Purchase of Fire Rescue Uniform Contract as described and listed in this Invitation for Bids, and subject to all conditions thereof, i, undersigned, hereby propose to provide at the following price:

Pants:	<u>Price</u>
Tru-Spec / mens / 65% polyester 35% cotton / 4 pocket pants / navy blue / AL1187	39.95
Tru-Spec / ladies / 65% polyester 35% cotton / 4 pocket pants / navy blue / AL1192	39.95
Tru-Spec / mens / 65% polyester 35% cotton / 6 pocket pants / navy blue (EMS style pants) / AL1120	44.95
Tru-Spec / womens / 65% polyester 35% cotton / 6 pocket pants / navy blue / (EMS style pants) / AL1125	44.95
5.11 trausers / mens / twill TDU / KL74004	44.95
5.11 trousers / mens / rip stop TDU / KL74003	44.95
Propper / ladies / EMT pants / PIF5245 39.95 Propper / mens / EMT pants / PIF5244 39.95	39.95
Fechheimer / class "A" trousers / 100 % polyester / FH38200	39.95
Southeastern / 65% polyester 35% cotton / mens / 4 pocket pants / navy blue / SE3001	35.95
Southeastern / 65% polyester 35% cotton / ladies / 4 pocket pants / navy blue / SEL3001	35.95
Duty Shirts / button front:	
Elbeco / mens / Tex Trop / 100% polyester / white / short sleeve / 3310	38.95
Elbeco / ladies / Tex Trop / 100% polyester / white / short sleeve / 9810	38.95
Elbeco / ladies / Tex Trop / 100% polyester / white / long sleeve / EL9310	40.95
Elbeco / mens / Tex Trop / 100% polyester / white / iong sleeve / 310	40.95
Elbeco / mens / Tex Trop / 100% polyester / light blue / long sleeve / 313	40.95
Elbeco / ladies / Tex Trop / 100% polyester / light blue / long sleeve /	40.95
Elbeco / ladies / Tex Trop / 100% polyester / light blue / short sleeve / 9813	38.95

Oversize charge: \$1.00 per 1/2 size on shirts starting with size 18. \$2.00 per size starting at 44 for mens and 22 on ladys pants. \$2.00 on ladys shirts starting with size 44.

Ager sac DKA

Elbeco / mens / Tex Trop / 100% polyester / light blue / short sleeve /	38.95		
Southeast / mens / blended / white / embroidered only / short sleeve / 3203	29.95	Shirt	Only
Southeast / ladies / blended / white / embroidered only / short sleeve / L3203	29.95		11
Southeast / mens / blended / white / embroidered only / long sleeve / 3103	33.95	11	**
Southeast / ladies / blended / white / embroidered only / long sleeve / L3103	33.95	11	11
Southeast / mens / blended / light blue / embroidered only / short sleeve / 3202	29.95	<u> </u>	11
Southeast / ladies / blended / light blue / embroidered only / short sleeve / 1.3202	29.95		**
Southeast / mens / blended / light blue / embroidered only / long sleeve / 3102	33.95		16
Southeast / ladies / blended / light blue / embroidered only / long sleeve / L3102	33.95		18
Southeast / mens / blended / navy blue / embroidered only / short sleeve / 3201	29.95		IT
Southeast / ladies / blended / navy blue / embroidered only / short sleeve / L3201	29.95		19
Southeast / mens / blended / navy blue / embroidered only / long sleeve / 3101	33.95		11
Southeast / ladies / blended / navy blue / embroidered only / long sleeve / L3101	33.95	11	**
Southeastern / ladies / Tex Trop / 100% polyester / white with navy blue eplets / long sleeve / SEL9103	39.95	t1	11
Southeastern / mens / Tex Trop / 100% polyester / white with navy blue eplets / long sleeve / SE9103	39.95		51
Southeastern / ladies / blended / white with navy blue eplets / short sleeve / SEL3203	34.95		17
Southeastern / mens / blended / white with navy blue eplets / short sleeve / SE3203	34.95	BI	IT
Southeastern / ladies / blended / white with navy blue eplets / long sleeve / SEL3103	38.95		. 11
Southeastern / mens / blended / white with navy blue epiets / long sleeve / SE3103	38.95		\$1
Southeastern / ladies / Tex Trop / 100% polyester / white with navy blue eplets / short sleeve / SEL9203	37.95	lt .	
Southeastern / mens / Tex Trop / 100% polyester / white with navy blue eplets / short sleeve / SE9203	3 <u>7.95</u>	ti	."
Tru-Spec / polo-shirt / white / ECEMS logo embroidered on left chest / screen print rank on back/supervisors only / AL4326	39.95		-
Tru-Spec / polo-shirt / red / ECEMS logo embroidered on left chest / screen print rank on back/AL4332	39 <u>.95</u>		-
Fruit of the Loom Tee shirt / navy blue / (ECEMS logo screen print on left chest and ECE Letters screen printed on back) / 5930	мs 12 <u>.50</u>		

Fecheimer / oversize shirts only / FH65R5400	47.95
Shorts:	
MOCEAN 6 pocket shorts	•
(navy blue / beach crews) Reflective stripe on pockets MN1020NV	48.95
Tru-Spec / mens / 65% polyester 35% cotton / 6 pocket shorts (navy blue / EMS style) / AL4266	36.95
Tru-Spec/ladies/65% polyester 35% cotton/6 pocket shorts / navy bl	uc EMS style/AL119636.95
Belts:	
1 % " plain black leather (nickel or brass buckle)	29.95
1 % " clarion black leather (nickel or brass buckle)	30.95
Jacket / Rain Wear:	
Horacesmall jacket / navy blue / new generation / unisex / HS3350	124.95
Fecheimer / unisex / double breasted / class "A" blazer / 100 % poly	rester / FH38804 <u>144.95</u>
Fecheimer / unisex / single breasted / class "A" blazer / 100% polye	ster / FH38803 <u>138.95</u>
Anchor Rain Coat / class "A"/ navy blue	241.95
Hartwell / windbreaker / navy blue / (screenprint) ECEMS logo on lettering on back) / 201A	left chest & ECEMS 23.95
Port Authority / navy blue / (embroidered ECEMS logo on left ches	i)/SMJ75456.95
Game Sport rain jacket / ANSI HI-VIS / ECFR or ECEMS screen p	rint on back / GS134069_95
Game Sport rain pants / ANSI HI-VIS / zipper in leg & clastic wais	tband / GS1450
Boots & Shoes:	
Bates hi gloss oxfords / mens / BA942	107.95
Bates hi gloss oxfords / ladies / BA742	107.95
Thorogood 10" pull on boots / mens / WB834-6211	159.95
Thorogood 6" lace up boots / mens / WB834-6874	164,95
Bates 8" Durashock waterproof lace up boots / mens / BA3135	164_95
Rocky First Med / mens / RYFQ911-113	149.95
Weinbrenner / 6" mesh boots / mens / 8046190	89.95
· ·	

Oversize charge on Jackets: \$2.00 per size starting at XXL and Blazer size 44 . \$1.00 per size on tee's and shorts starting at XXL.

Haix black anti-slip microfiber textile low shoe / mens / HX300001	146.95
Haix black tactical low leather shoe water proof slip resistant / mens /HX300101	146.95
Tru Spec / 8" boot / side zip / AL4050	72.95
Thorogood / 6" boot / mens / comes in extra wide leather & nylon / WB834-6290	85.95
Reebok / ladies / 8" side zipper / water resistant leather & ballistic nylon / RB877	119.95
Reebok / mens / 8" side zipper / water resistant leather & ballistic nylon / RB8877	119.95
Reebok / ladies / 8" side zipper / smooth leather & ballistic nylon / RB888	119.95
Reebok / mens / 8" side zipper / smooth leather & ballistic nylon / RB8877	119.95
Reebok / mens / 6" side zipper / smooth leather & ballistic nylon / RB8678	_117_95
Reebok / mens / 6" side zipper / water resistant leather & ballistic nylon / RB8688	
Rocky / mens / 8" side zipper / water resistant leather & nylon upper / RY2173	104.95
Bates / mens / 8" tactical side zipper / BA2261	119.95
Bates / ladies / 8" side zipper / waterproof & nylon / BAE2788	186.95 146.98
Bates / mens / 8" boot / ICS comfort system / leather & nylon / BA2348	139.95
Bates / mens / 6" boot / ICS comfort system / leather & nylon / BA2346	134.95
Bates / mens / 8" side zipper / waterproof breathable boot / BA2268	_146.95
Thorogood / mens / waterproof / blood borne pathogen compliant / WB834-6760	DISC
Misc equipment, clothing, and services:	_
Zipper sewn into duty shirt / button front	6.00 per shirt
Alterations to class "A" blazer / sewing in maltese crosses & rank striping	25.00 *
Monogramming for blended shirts / (badge on left chest, name and rank on right chest, and bugles as necessary) / gold or silver	20.00 per shirt
ECFR, EMT, Paramedic patch sewn on shirt	1.00 each
ECFR, EMT, Paramedic patch sewn on jacket	3.00 each
ECEMS, EMT, Paramedic, Star of Life patch sewn on shirt	1.00 each_
ECEMS, EMT, Paramedic, Star of Life patch sewn on jacket	3.00 each
Florida Paramedic Patch	3.95
Florida EMT Patch 7	3.95
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^{*} To open Blazer and sew in 1st stripe, and close Blazer \$5.00 for each Mattz cross \$10.00 for each additional sets of stripes.

American Flag Patch	1.00
Maltese Cross for class "A" blazer / one for every five years of service / gold or silver	5.00
Rank striping for class "A" blazer / gold or silver	10.00
Tie / Uniform Cravats / 100% polyester / black	7.95
Crossover / 100% polyester / black	7.95
EMS duty belt (nylon / black) / HWDXTB	26.95
EMS trouser belt / Velcro for duty belt / (nylon / black) / HWWB1	20.95
Cap snake / silver or gold	9.95
Job shirt / Charles River Apparel / 80% cotton 20% polyester / non-denim (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) or (embroidered ECEMS logo on left chest & ECEMS 5" letters on back) / CV9646	61.95
Job shirt / Charles River Apparel / 80% cotton 20% polyester / denim collar and elbow pads / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) or (embroidered ECEMS logo on left chest & ECEMS 5" letters on back) / CV9645	61.95
Work-out shorts with pockets / Augusta / blended / navy blue / (screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left lower leg) / 803	19.95
Jerzees sweatpants / 100% pre-shrunk cotton / navy blue (screen print Escambia County in cursive approx 3/8" letters Fire Rescue in block 1 1/8" letters on left leg) / 973	11.95
New work out shirt / blended / dry fit / (screen print Escambia County in cursive approx 3/8" letters and Fire Rescue in block 1 1/8" letters on left chest) / N3142	12.50
Ball cap / Flexfit / 83% acrylic 15% wool 2% spandex / (embroidered with ECFR or ECEMS logo 1 ½" silver, or gold letters on front) / AS6477	15.95
Midway cap / N.Y. Bell cap / white or navy blue	49.95
Jumpsuit / Red Kap / 65% polyester 35% cotton / navy blue / (embroidered front with badge on left chest, name and rank on right chest / ECFR 5" letters on back) / RKCT10NV	57.95
Bennie cap / navy blue / (embroidered with ECFR I %" letters on front), or (embroidered with ECEMS Logo on front) / 1500, or 1501	9.95
Ball cap / mesh / one size fits all / ECEMS logo / ODJM123 TOTAL PRICE:	15.95 1985-35 MONTHLY



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6987 County Administrator's Report 9. 15.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 10/16/2014

Issue: Change Order to Hewes and Company, Inc. on Contract PD 13-14.072

"Blue Springs Avenue Emergency Repair"

From: Joy D. Blackmon, P.E., Department Director

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Hewes and Company, LLC, Regarding "Blue Springs Avenue Emergency Repair" - Joy D. Blackmon, P.E., Public Works
Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Hewes and Company, LLC, on Contract PD 13-14.072, "Blue Springs Avenue Emergency Repair Project":

Department:	Public Works
Division:	Engineering/Infrastructure Division
Type:	Deductive
Amount:	(\$3,410.03)
Vendor:	Hewes and Company, LLC
Project Name:	"Blue Springs Avenue Emergency Repair
Contract:	PD 13-14.072
PO#:	141675
CO#:	1
Original Award Amount:	\$499,923.43
Cumulative Amount of Change Orders Through this CO:	(\$3,410.03)
New Contract Total:	\$496,513.40

[Funding Source: Fund 112, Disaster Recovery Fund, Cost Center 330492, Object Code 54612/56301, Project ESCPW17]

BACKGROUND:

Meeting in regular session on August 21, 2014, the Board approved Contract PD 13-14.072, to Hewes and Company, LLC, for the Blue Springs Avenue Emergency Repair Project. This project consists of the permanent repairs for the damage caused during the April 2014 Storm Event on Blue Springs Avenue from East Shore Drive to Clearwater Avenue. Project includes the reconstruction of the damaged road and includes such work as roadway construction, milling, curb and gutter, driveway construction, stormwater replacement, fencing, landscaping, irrigation, maintenance of traffic, erosion control, and pavement markings. The contractor will maintain access for residents at all times during all construction activities, with minimal delays to the traveling public.

This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the roadway which necessitated full replacement. In addition to full replacement, Emerald Coast Utilities Authority (ECUA) has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes and Company, LLC, which will be deducted. In order to maintain budget, we have removed items that were determined as not necessary to meet the project needs and to allow for full road replacement. The overall change order is a deduction of \$3,410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$496,513.40.

This contracted work includes work within private property. This work includes removal of the temporary asphalt millings road, driveway replacement where it was impacted by flood and construction activities, chainlink fence replacement, and landscaping/sod/irrigation replacement. Attached is a list of right of entry forms acquired.

BUDGETARY IMPACT:

Funds for this project are available in Fund 112 "Disaster Recovery Fund", Cost Center 330492, Object Code 54612/56301, Project ESCPW17.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration and opinion needed for direction regarding appropriate use of funding for these circumstances.

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

right of entry list

Change Order

<u>Map</u>

Purchase Order

Hewes Contract Agreement

Right of Entry/TWA Table			
Name	Address		
Randall Allred	6203 Fairview Dr.		
Jacqueline Wilson	6205 Fairview Dr.		
Fred Martin	6105 East Shore Dr.		
Vicki Willis	811 Blue Springs Dr.		
Charles Burns	902 Blue Springs Rd.		
Joan Kenney	905 Blue Springs Dr.		
Michael Dodge	907 Blue Springs Dr.		
Robert Lizama	908 Blue Springs Dr.		
Danny Hastings	909 Blue Springs Dr.		
William Seay	910 Blue Springs Dr.		
Patrice Albright	911 Blue Springs Dr.		
Aysha Garrett	912 Blue Springs Dr.		
Patsy James	913 Blue Springs Dr.		
David Hudgens	914 Blue Springs Dr.		
David Hudgens	915 Blue Springs Dr.		
Danny Mitchell	916 Blue Springs Dr.		
Gloria Killingsworth	917 Blue Springs Dr.		
Christyna Magan	918 Blue Springs Dr.		
Wanda Hayes	919 Blue Springs Dr.		
Terria Mallory	920 Blue Springs Dr.		
Minnie Brownlee	921 Blue Springs Dr.		
Lennie Meadows	922 Blue Springs Dr.		
Stella Royal	923 Blue Springs Dr.		
Cynthia Hankinson	924 Blue Springs Dr.		
Timothy Scott Lee	925 Blue Springs Dr.		
Sarah Patton	926 Blue Springs Dr.		
Barry Bailey	927 Blue Springs Dr.		
Angelique Stewart	928 Blue Springs Dr.		
Delorah Bailey	6100 East Shore Dr.		
James Ray	6102 East Shore Dr.		
Kayla Nemis	6103 A East Shore Dr.		
Jennifer Adams	6103 B East Shore Dr.		
Patricia Gramlich	6103 C East Shore Dr.		
Vincent Milstead	6103 1/2 A East Shore Dr.		
Benjamin Hinton	6103 1/2 B East Shore Dr.		
Anita Tums	6103 1/2 C East Shore Dr.		
Peter Rachelson	6103 1/2 D East Shore Dr.		
James Lubnow 6104 East Shore Dr			
Kayryne Combes 6107 East Shore Dr.			
Crescent Lake Preservation Assoc.	Lake		

Escambia County Public Works Department Engineering Division 3363 W. Park Place Pensacola, Florida 32505

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: Blue Springs Ave. Emergency Repair Project ID: ENGFLOOD 0414-01 Blue Springs Ave. from Fairview to Clearwater Location: Project Manager: Jeremy King 10/6/2014 Signature Appro This section to be completed by Project Managers: **DESCRIPTION OF REQUEST** This is an additive/deductive change order to the existing contract for the Blue Springs permanent roadway repair. As construction began, it was found that there was additional latent damage to the roadway which necessitated full replacement. In addition to full replacement, ECUA has requested that more utility infrastructure be rehabilitated with this construction. ECUA has agreed to construct all utility improvements with their own contractor. This includes those items already in the contract with Hewes which will be deducted. In order to maintain budget, we have removed items that were determined to not be necessary to the meet project needs and to allow for full road replacement. The overall change order is a deduction of \$3,410.03. The original contract amount was \$499,923.43. The new total contract amount with deductive change order is \$496,513.40. No additional time is requested. This contracted work includes work within private property. This work includes removal of the temporary asphalt millings road, driveway replacement where impacted by construction activities, chainlink fence replacement, and landscaping/sod/irrigation replacement where impacted by flood and construction activities. Attached backup documentation page (s). RFF/NTP Start Date Time shall be increased/decreased by calendar days Completion date Obligated Required Balance of CIP Project **Funds for Original Construction Contract** Funds for Construction CO# Contract PD Funds for Original Task Order Funds for Addendum # Task Order PD Consultant Funds for Original Work Order Funds for Change Order # (3,410.03) Contract PD 13-14.072 Contractor Hewes & Company, LLC Funds for Contingency Consultant Funds for Permit Fees Agency Funds for Land Purchases Owner Funds for Title Work Company Contract PD Contractor Funds for New Balance of CIP Project \$ 3.410.03 This section to be completed by Administration to accomplish fund transfer: Fund Project # Project Name Amount From: Project Name Fund Project # Amount To: Transfer County Engineer Signature Transferred by Transfer Date

Posted to Expedition

Change Order #1

BID Item Number	Bid Item	Quantity	Units	Unit Price	Cost
CO1-1	Earthwork Excavation by machine, County Specs 2300	694	CY	\$5.18	\$3,594.92
CO1-2	3" Top Soil	-1618	SY	\$1.39	-\$2,249.02
CO1-3	1" FDOT Type FC 9.5 Asphalt	-3555	SY	\$6.24	-\$22,183.20
CO1-4	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	1677	SY	\$8.74	\$14,656.98
CO1-5	Mill Existing Asphalt, 0"-1.5" Thickness	-1396	SY	\$3.34	-\$4,662.64
CO1-6	Remove Existing Asphalt, 2" Average Depth	1396	SY	\$4.46	\$6,226.16
CO1-7	Saw cut Existing Asphalt	-94	LF	\$5.57	-\$523.58
CO1-8	8" Stabilized Subgrade, County Spec 2300	1565	SY	\$2.23	\$3,489.95
CO1-9	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400	1347	SY	\$19.50	\$26,266.50
CO1-10	FDOT Type B curb, FDOT Index 300	881	LF	\$14.49	\$12,765.69
CO1-11	4" Fiber Reinforced Concrete Driveway	119	SY	\$31.60	\$3,760.40
CO1-12	Remove Existing Concrete, 6" thick	111	SY	\$10.03	\$1,113.33
CO1-13	Remove Curb	881	LF	\$3.34	\$2,942.54
CO1-14	Type A Curb Inlet, 0-6' depth	3	EA	\$5,572.00	\$16,716.00
CO1-15	Remove Curb Inlet (including top and bottom)	3	EA	\$557.00	\$1,671.00
CO1-16	24" RCP Pipe	-40	LF	\$101.40	-\$4,056.00
CO1-17	Pipe Removal, 6"-30"	-241	LF	\$13.37	-\$3,222.17
CO1-18	8" Sewer Line Gravity Fed	-390	LF	\$30.09	-\$11,735.10
CO1-19	Adjust Water Meter	-7	EA	\$445.71	-\$3,119.97
CO1-20	Install New Water Meter	-8	EA	\$835.75	-\$6,686.00
CO1-21	Centipede Sod, Staked	44	SY	\$2.79	\$122.76
CO1-22	St Augustine Sod, Staked	-1662	SY	\$5.85	-\$9,722.70
CO1-23	6' Chain Link Fence	-31	LF	\$14.44	-\$447.64
CO1-24	Remove Large Tree	-4	EA	\$668.75	-\$2,675.00
CO1-25	Large Tree (200 Gal containter)	-3	EA	\$1,393.00	-\$4,179.00
CO1-26	Clean Out Existing Storm Drain Pipe	-0.86	LS	\$20,784.00	-\$17,874.2
CO1-27	Irrigation Repair and Replacement	-1	LS	\$3,400.00	-\$3,400.00
ange Order Total					-\$3,410.0



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

September 29, 2014

Mr. Jeremy King Escambia County Senior Project Coordinator 3363 West Park Place Pensacola, Florida 32505 Telephone (850) 595-3419

Re: Recommendation Letter

Project: Blue Springs Avenue Emergency Repair Project

Dear Mr. King,

Atkins recommends that the remaining pavement along Blue Springs Avenue be removed and replaced with new asphalt per the contracted unit cost. Atkins determined that after the Project was awarded and the Contractor had begun work that there were additional areas of damaged pavement. The damaged pavement areas are scattered throughout the existing pavement and were not identified during the emergency survey because of sediment and debris. Our staff determined that it will be necessary to remove and replaced the remaining pavement. The construction plans originally proposed milling and resurfacing of this area, however the latest damage will not make this a viable repair. The Contractor will have to saw cut asphalt, remove the damaged areas, and rebuild the road per County Standards. Upon full replacement, the road will be able to better withstand future storm events.

If additional information is needed, please contact myself at 850-478-9844.

Sincerely,

Kevin Morgan, P.E. Project Engineer

Jeremy R. King

From: James E. Duncan

Sent: Tuesday, September 30, 2014 3:53 PM

To: Jeremy R. King
Subject: Blue Springs Avenue

Attachments: Blue Springs Drive Overall Condition Index.pdf

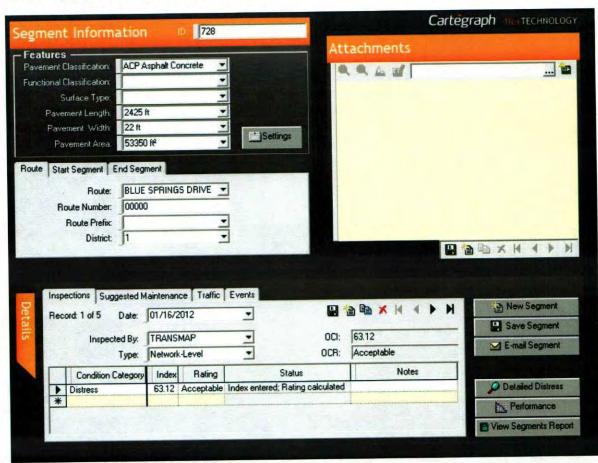
Jeremy,

Based on our site visit of Blue Springs Drive on 9-10-14, the base and asphalt of Blue Springs Drive from the intersection at Farview Drive to approximately 80' North of the intersection at Clearwater Avenue has been compromised in the April 2014 Flood Event. Due to this it is my recommendation that this segment of roadway be reconstructed with 8" Stabilized Subgrade, 6" Graded Aggregate Base and 1.5" of SP12.5 Asphalt. Prior to the storm Blue Springs Drive had an Overall Condition Index (OCI) of 63.12 (see attached Blue Springs Overall Condition Index (OCI)). This rating indicated that the roadway was in acceptable condition (see attached Overall Condition Index (OCI) Weight's). If you have any questions or if anything else is needed please let me know.

Thanks,

James Duncan
Construction Manager
Escambia County
Public Works Department
Engineering Division
3363 West Park Place
Pensacola, FL 32505
(850) 595-3543

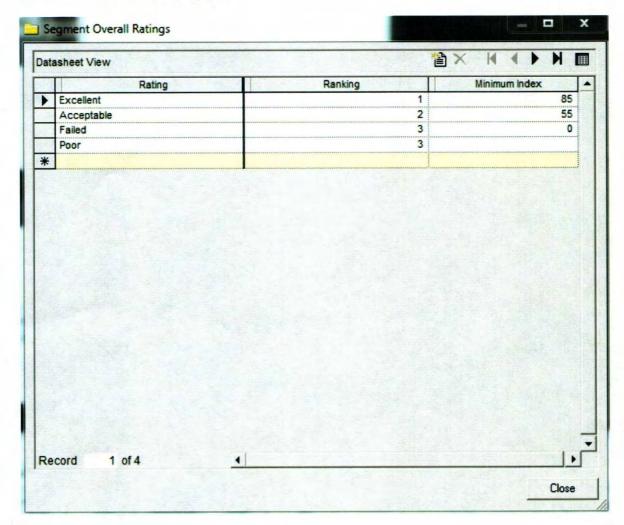
Blue Springs Drive Overall Condition Index (OCI)

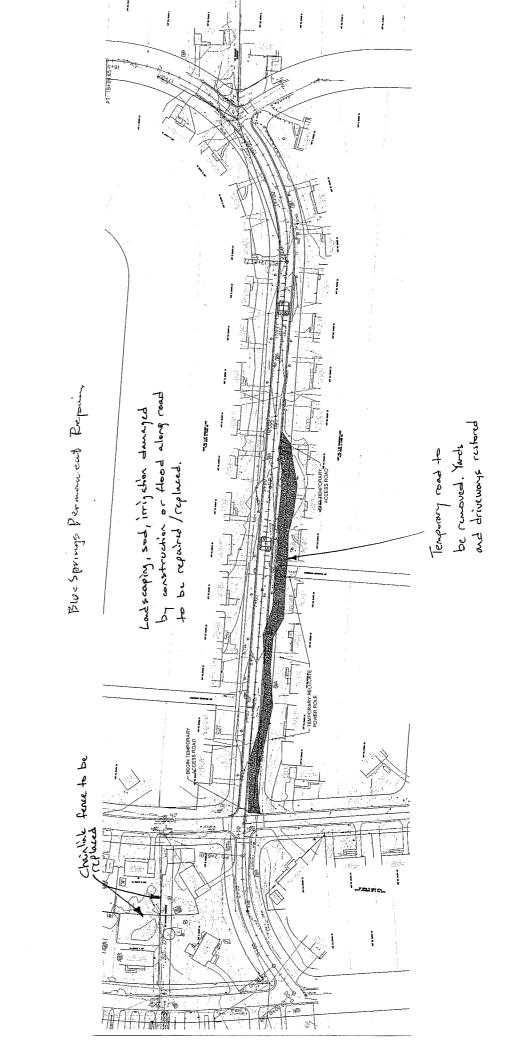


Blue Springs Drive prior to storm



Overall Condition Index (OCI) Weights





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 081448 FAX: 850-983-6698
E HEWES AND COMPANY LLC
N 390 SELINA STREET
D PENSACOLA FL 32503
R

PURCHASE ORDER NO. 141675

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
I HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

ENGINEERING
ENGINEERING DEPARTMENT
S1363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/26/14 BUYER: JOSEPH PILLITARY REQ. NO.: 14001941 REQ. DATE: 08/25/14 F.O.B.: TERMS: NET 30 DAYS DESC.: CONTACT JEREMY KING AT 59 ITEM# DESCRIPTION UNIT PRICE QUANTITY UOM EXTENSION 01 1.00 LOT CONTRACT PD 13-14.072 "BLUE SPRINGS 499923.4300 499,923.43 AVENUE EMERGENCY REPAIR" BCC APPROVAL 08/21/2014

ITEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 499,923.43
110.5			1000000	0.000000	TOTAL	\$ 499,923.43
01	330492	54612	499,923.43	ESCPW17		

APPROVED BY

Original Purchase Order

TAX ID 85-8013888011C-3 FED ID 59-6000-598 flaw Down

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STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

PD 13-14.072

Blue Springs/Crescent Lake Emergency

AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

HEWES AND COMPANY, LLC

STANDARD CONSTRUCTION CONTRACT DOCUMENTS FORM D

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND HEWES AND COMPANY, LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Hewes and Compnay, LLC a Florida corporation for profit, to perform all work ("Work") in connection with PD 13-14.072; Blue Springs/Crescent Lake Emergency as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- B. In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- C. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Four Hundred Ninety-Nine Thousand Nine Hundred and Twenty-Three Dollars and Forty-Three Cents

SECTION 4. BONDS

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- C. As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within Seventy-Five (75) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Fifteen (15) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Ninety (90) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project.

Completion of these items will be required prior to final payment.

- C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions

Exhibit B: Form of Performance and Payment Bonds

Exhibit C: Insurance and Safety Requirements

Exhibit D: Form of Release and Affidavit

Exhibit E: Form of Contractor Application for Payment

Exhibit F: Form of Change Order

Exhibit G: Payment Adjustment - Bituminous Material

Exhibit H: Technical Specifications

Exhibit I: Plans & Standard Details prepared by or for County and Identified as

follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering 3363 West Park Place Pensacola, FL 32502 Attention: Jeremy King, Project Manager

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B. All correspondence with the Contractor will be addressed to the following:

Hewes and Company, LLC 390 Selina Street Pensacola, FL 32503

Attn: Edward M. Hewes, President

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Roads, Inc. of NWF signing by and through its President, duly authorized to execute same

Agreement, and Roads, Inc. of NWF signing execute same.	g by and through its President, duly authorized to
	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
Witness: Mys Caley Witness: Wey Oth of	Jack R. Brown, County Administrator Date: 8/28/2019
	CONTRACTOR: Hewes and Company, LLC a Florida Corporation, authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	By:
By:Secretary	Its: President
(Corporate Seal)	Date: 8-21-2014

EXHIBIT A GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- 1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- 1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- 1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- 1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. <u>INVESTIGATION AND UTILITIES</u>

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole;

topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

- 3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- 3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

- 4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- 4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no

earlier than thirty (30) days after Commencement Date.

- 4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.
- 4.4. Contractor shall submit Four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

- 4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.
- 4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of

Contractor's work.

- 4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.
- 4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof. because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

- 6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- 6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

- 7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- 7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD or video tape in VHS format showing the pre-existing conditions located within the limits of construction.
- 7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 7.4. If Contractor wishes to furnish or use a substitute item of material or equipment. Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- 7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to

determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

- 8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:
 - 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 - 8.1.2. Soil conditions which adversely affect the Work;
 - 8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
 - 8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
 - 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 - 8.1.6. Description of Work being performed at the Project site;
 - 8.1.7. Any unusual or special occurrences at the Project site;
 - 8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located

on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

- 9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- 9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- 9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- 9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

- 9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.
- 9.4.2. The weather was unusual as documented by supporting data.
- **9.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
- 9.4.4. The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

- 10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.
- 10.2. A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- 10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- 10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or subsubcontractor for field and home office overhead is included in the markups noted above.

- 10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- 10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

- 11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- 11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.
- 11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

- 12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- 12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its

Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better

Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

- 13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- 13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- 13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.
- 13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased.

The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- 13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- 13.9 <u>Duty to Provide Legal Defense</u>. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- 14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

- 15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- 15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

- 17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- 17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- 17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- 18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- 18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including ail management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- 18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- 18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- 19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

- 20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- 20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

- determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.
- 20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)		
(Legal Name and Address - e		

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

- 22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.
- 22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- 22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

- 23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- 23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- 23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- 23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with

the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

- 24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- 24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- 24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- 24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.
- 24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by

County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action. County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

- 26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

- 28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- 28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

- 29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;
 - 29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - 29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents

- 29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- 29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- 29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B PERFORMANCE AND PAYMENT BOND

BOND NO.	
----------	--

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That			
(Insert name, ad	dress, and phone number of contractor), as Principal, and		
bound unto the	full name, home office address and phone number of surety) as Surety, are held and firmly Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, 591, (850) 595-4900, as Obligee in the sum of		
representatives, WHEREAS, Prin), for the payment whereof we bind ourselves, our heirs, executors, personal successors and assigns, jointly and severally, firmly by these present. Incipal has entered into a contract dated as of the day of, 20, with a gract No,		
improvement) in hereof, and is he THE CC	project, including legal description, street address of property and general description of accordance with drawings and specifications, which contract is by reference made a part ereinafter referred to as the Contract. PNDITION OF THIS BOND is that if Principal: Performs the Contract at the times and in the manner prescribed in the Contract; and		
2.	Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains		

- because of any default by Principal under the Contract; and
- Performs the guarantee of all work and materials furnished under the Contract applicable to the 3. work and materials, then this bond is void; otherwise it remains in full force; and
- Principal understands and agrees that this bond shall remain in full force and effect throughout 4. the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

•	number of suits that may be filed by Obligee.
	the above parties have executed this instrument this day of, the name and corporate seal of each corporate party being hereto
	ned by its undersigned representative, pursuant to authority of its governing
Signed, sealed and delivered	
in the presence of:	PRINCIPAL:
	Ву:
	Name:
	lle.
Witnesses as to Principal	
STATE OF	
COUNTY OF	
The foregoing instrument w	as acknowledged before me this day of of
	R has produced as identification and did (did
My Commission Expires:	(Signature) Name: (Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of Serial No., If Any:
ATTEST:	SURETY:(Printed Name)

Witness	(Business Address)	
	(Authorized Signature)	
Witness	(Printed Name) OR	
	As Attorney In Fact (Attach Power)	
Witnesses	(Business Address)	
	(Printed Name)	
STATE OF	(Telephone Number)	
The foregoing instrument wa	as acknowledged before me this day of	
OR has produced	as Surety, on behalf of Surety. He/she is personally known as identification and did (did not) take an oath.	to me
My Commission Expires:	(Signature) Name:	
(AFFIX OFFICIAL SEAL)	(Legibly Printed) Notary Public, State of Serial No., If Any:	

BOND	NO.	

PAYMENT BOND

(Insert name, address and phon	ne number of contractor)(hereinafter called the "Princi	ipal") and
	(hereinafter called the	"Surety"),
(Insert name)	, a sur	
located at(Insert address and phone number) chartered and existing under the laws of the State of	and authorized to de	o business
in the State of Florida, are held and firmly bound unto the Board		
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-15	591, (850) 595-4900, (hereinafter ca	illed
the "County") in the sum of	(\$) for
payment of which we bind ourselves, our heirs, our personassignees, jointly and severally.	onal representatives, our success	ors and our
WHEREAS, Principal and County have reached a mutua	al agreement relating to Contract No)
(hereinafter referred to as the "Contract") as of	(the bid award date for project	ts thereto)
for the purpose of		
(Insert name of project, including legal description, street acimprovement.)	ddress of property and general d	escription of
	<u> </u>	 -
said Contract being made a part of this Bond by this reference.		
NOW, THEREFORE, THE CONDITION OF THIS BONE) IS THAT IF THE PRINCIPAL:	
Performs the contract dated, construction of, the contra at the times and in the manner prescribed in	, between Principal and ct being made a part of this bond to the contract; and	County for by reference,
2. Promptly makes payments to all claimar Statutes, supplying Principal with labor, ma		

- 3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

Principal in the prosecution of the work provided for in the contract; and

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
- 3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE	DAY OF		, 20	(the date of issue by
the Surety or by the Surety's agent ar				
Signed, sealed and delivered				
in the presence of:	PRINCIPAL	<u>.:</u>		
				· · · · · · · · · · · · · · · · · · ·
				
Witnesses as to Principal				
STATE OF				
COUNTY OF				
The foregoing instrument wa	as acknowledged befo	re me this	day of	
20, by		as		of
	a	corpor	ation, on beh	alf of the corporation.
He/she is personally known to me Ol				
not) take an oath.				
My Commission Expires:			····	
	(Signature)			
	Name:	···		
	(Legibly Pri	inted)		
(AFEIX OFFICIAL SEAL)	Notary Pub	lic State of		

	Senai No., ii Any.
ATTEST:	SURETY:
	(Printed Name)
Witness	(Business Address)
	(Authorized Signature)
Witness	(Printed Name)
	OR
	As Attorney In Fact (Attach Power)
Witnesses	
	(Business Address)
	(Printed Name)
	(Telephone Number)
COUNTY OF	
	vas acknowledged before me this day of,
	as Surety, on behalf of Surety. He/she is personally known to me
OR has produced	as identification and did (did not) take an oath.
My Commission Expires:	
	(Signature)
	Name:
	(Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of
	Serial No., If Any:

EXHIBIT C INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of

employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

- 1. Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- 3. Disclose any self-insured retentions in excess of \$1,000.
- 4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Joe F. Pillitary, Jr., CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Contractor shall purchase and maintain Professional Liability or malpractice or errors or omissions insurance coverage with a minimum limit of \$1,000,000, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

- In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).
- (7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as
 fire barriers, smoke barriers, or corridor walls, exits must provide free and
 unobstructed egress. Employees shall receive notice if any alternative exits have
 been designated. Buildings or areas under construction must maintain escape
 egress for construction workers at all times. These means of egress shall be
 inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
 - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The

Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

- (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.
- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be

obtained before their use.

- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.
- (15) The use of any radioactive materials by the Contractor on project sites shall require preapproval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA STATE OF FLORIDA

	Before	me,		undersigned to after being duly			appeared
(1)	material whether County, between	men, sui in contrac Florida, (' Contrac	"Contractorcessors or in tor 'County")	ntract Document or") releases an and assigns, a rt, against the Bo relating in any County dated	d waives for i ill claims dem pard of County way to the pe	tself and its su ands, costs an Commissioners rformance of th	bcontractors, d expenses, of Escambia e Agreement
(2)	assigns, expenses	that all s for whic	charges h County	elf and its subc for labor, mate might be sued o I, have been fully	rials, supplies, or for which a l	lands, license ien or a demand	s and other
(3)	suits, ac	tions, clai ut of the	ims of lie	nify, defend and ens or other cha nce by Contracto	rges filed or a	asserted agains	t the County
(4)			d Affidavi ment No.		onnection with	Contractor's (monthly/final)
				Ву:			
				Its:	· · · · · · · · · · · · · · · · · · ·		_ President
Witne	esses				ate Seal]		

STATE OF FLORIDA COUNTY OF ESCAMBIA

The	foregoing	instrume	ent was	acknowle	dged	before	me	this	day	01
		20,	by _				as			of
		_, a	¢	corporation,	on b	ehalf of	the c	corporation	n. He/sh	ıe is
personally k	known to r	ne OR has	produc	ed			a	s identifica	ation and	l did
(did not) tak	e an oath.									
My Commis	sion Expire	es:		_						
				_		(Signa	ture)		
				N	ame:	-				—
						(Legib	ly Printed))	
(AFFIX OFF	FICIAL SEA	AL)		N	otary	Public, S	State (of		
		•		S	erial N	No., If An	ıy:			

EXHIBIT E FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F CONSTRUCTION CHANGE ORDER

Change Order Number	Contract Number	· · · · · · · · · · · · · · · · · · ·
Date:	Dated	
To:		
Project Name:		
	directed to make the following	changes in accordance with
terms and conditions of the Agree Describe changes here;	ement.	
Describe changes here,		
	Dollars	Time in Calendar Days
Original Contract Amount	\$	
Sum of Previous Changes	\$	
This Change Order	\$	
Adjusted Agreement Amount	\$	
due to this Change Orde Your accour Agreement and will be per	etion date will be increased/decer. The new contract substaceptance of this Change Order starformed subject to all the same	tantial completion date is nall constitute a modification to terms and conditions in our
Agreement indicated above, as t	ully as if the same were repeated	in this acceptance.
	agreement shall constitute a full and to the change set forth herein, i	
The Contract Administrator has a Performance and Payment Bond greater value Change Order.	directed the Contractor to increas ds or to obtain additional bonds o	e the penal sum of the existing on the basis of a \$25,000.00 or

The Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.					
Accepted:		, 20			
By:	Contractor				
By:	Engineer		•		
by.	Owner				

EXHIBIT G

PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

- 1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - 1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - 1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - 1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - 1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - 1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa 'Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

- Id 'Asphalt Price Index during the month in which the material is incorporated into the project.
- Ib 'Asphalt Price Index during the month in which bids were received for this contract.
- 1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
- 1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6973 County Attorney's Report 9. 1.

BCC Regular Meeting Action

Meeting Date: 10/16/2014

Issue: Schedule a Public Hearing to Consider a Large Outdoor Entertainment

Events Ordinance

From: Stephen West, Senior Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling a Public Hearing to Consider a Large Outdoor Entertainment Events Ordinance

That the Board authorize the scheduling of a Public Hearing on November 6, 2014 at 5:33 p.m. to adopt an ordinance regulating large outdoor entertainment events.

BACKGROUND:

The Board discussed and directed the County Attorney's Office to prepare an ordinance regulating large outdoor entertainment events at its meeting of the Committee of the Whole on September 11, 2014.

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

Draft Ordinance Resume

1	ORDINANCE NUMBER 2014
2 3 4 5 6 7 8	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REGULATING LARGE OUTDOOR ENTERTAINMENT EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.
9 10	WHEREAS, large outdoor entertainment events are regularly conducted in the
11	streets, sidewalks, parks, and private property within the jurisdiction of Escambia
12	County; and
13	WHEREAS, such events require the County to provide public services and
14	resources to protect the health, safety, and welfare of its citizens and those persons and
15	businesses participating in such events; and
16	WHEREAS, the County finds that it is in the best interest of the public to adopt
17	an ordinance regulating such events to ensure that the County will have adequate
18	notice and be able to timely allocate and provide its resources in support of those
19	events and to ensure that the events are conducted in a safe and efficient manner;
20 21	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:
22 23	Section 1. Short Title.
24	This ordinance shall be known as the "Outdoor Entertainment Event Ordinance,"
25	and may be cited as such.
26	Section 2. Chapter 86, Article VI, Sections 86-211 through 86-221 of the Escambia
27	County Code of Ordinances is hereby created to read as follows:
28	Sec. 86-211. Definition of Outdoor Entertainment Event.
29	An outdoor entertainment event (hereinafter "Event") is any concert, theatrical

production, festival of arts, crafts, or food, circus, flight demonstration, holiday celebration, or similar event conducted outdoors, the primary purpose of which is to provide an opportunity for entertainment and appreciation of culture, education, arts, heritage, history or other similar purpose, where the daily attendance exceeds 5,000 people. This definition does not include events sponsored by Escambia County on County property or to events held in permanent structures that have been issued a certificate of occupancy for use as an auditorium, civic center, sports arena, exhibition hall, or other facility designed to accommodate crowds in excess of 5,000 people; provided, however, that attendance at the Event does not exceed the capacity of the structure or facility.

Sec. 86-212. Permit Requirements.

No person, corporation, partnership, association or other organization shall advertise, conduct, or sell or furnish tickets for an Event in Escambia County unless a permit has been obtained from Escambia County.

Sec. 86-213. Permit Application.

An application shall be made at least sixty (60) days prior to the Event on a form published by the County Administrator or his designee. The applicant shall provide with their application an application fee (as established by the Board of County Commissioners by resolution), certificates of insurance, and evidence that the applicant has contacted and made arrangements to support the Event with the following:

- (1) Escambia County Sheriff.
- (2) Fire Department serving the area where the Event is to be held.
- 23 (3) Escambia County Department of Public Safety/Emergency Medical

1		Services/Fire Rescue.
2	(4)	Building Inspections.
3	(5)	Environmental Services.
4	(6)	Escambia County Risk Manager.
5	The fo	orm of application published by the County Administrator shall require the
6	applicant to p	provide the following information:
7	(1)	The name, address and telephone number of the person requesting the
8		permit;
9	(2)	The name and address of the organization or group he or she is
10		representing;
11	(3)	The name, address and telephone number of the person or persons who
12		will act as chairman of the Event and be responsible for the conduct
13		thereof;
14	(4)	The number of the applicant's staff that will support the Event and the
15		identifying marks, badges or symbols to be worn or used by the staff
16		members;
17	(5)	The purpose of the Event, the estimated number of persons that will
18		participate or otherwise attend, and the number and types of vehicles (if
19		any) that will participate;
20	(6)	The method of notifying participants of the terms and conditions of the
21		Event;
22	(7)	The date(s) the Event will take place and the hours it will begin and end;
23	(8)	The location of the Event, specific assembly and dispersal locations, the

1 specific route(s) and the plans, if any, for disassembly and dispersal and 2 parking; (9)A site plan showing the detail of any temporary construction such as 3 4 stages, booths, lighting, etc.; 5 Whether any music will be provided, either live or recorded; (10)The number, types and locations of all loudspeakers and amplifying 6 (11)7 equipment: Assurance that the applicant has made provisions for adequate law (12)8 9 enforcement and emergency medical response, and that the applicant will conform to necessary fire prevention rules, regulations and guidelines; 10 11 (13)Assurance that the applicant has made provisions for adequate potable 12 water and toilet facilities for persons attending the Event; (14)Assurance that the applicant has made provision for garbage and litter 13 cleanup associated with the Event during and a fter the Event in the 14 15 specified area. For Events ending by 6:00 p.m., all cleaning activities shall be completed within six (6) hours after the end of the Event; and for 16 Events ending after 6:00 p.m., all cleanup activities shall be completed by 17 8:00 a.m. the following morning. The assurance shall also include the 18 19 positing of a bond that will be used to reimburse the County if the cleanup 20 is not adequate. Adequacy of the cleanup effort will be assessed by the 21 County Administrator or his designee; Assurance that the applicant will cause all stages, booths, stands, signs 22 (15)

and any other movable fixtures used during the Event to be removed

23

immediately after the conclusion;

(16) Such other information as the County Administrator or his designee may deem necessary in order to properly provide for traffic-control, street and property maintenance and protect the public health, safety and welfare.

Sec. 86-214. Insurance.

The applicant shall obtain insurance for the Event with coverages and limits established by the Escambia County Risk Manager and subject to periodic revision. A Certificate of Insurance shall be included with the application, and Escambia County shall be named as an "Additional Insured" on the Certificate.

Sec. 86-215. Bond.

Escambia County shall require security for the Event in an amount to be set by the County Administrator or his designee. The security shall be a bond issued by a company authorized to do business in the State of Florida or a cash bond in the form of a cashier's check payable to the Board of County Commissioners of Escambia County. The security shall be used to indemnify and reimburse Escambia County, its agents and employees, against any and all claims or costs incurred from the preparations for, conduct or aftermath of the Event.

Sec. 86-216. Processing Application.

Upon receipt of the completed application, the County Administrator or his designee shall review it and make the final determination to grant or deny the permit. The applicant shall be responsible for payment of all cost of public services provided in support of the Event. Before a permit is issued, the applicant shall pay the estimated

- cost for public services provided in support of the Event and satisfy any other condition
- 2 reasonably required by the County Administrator or his designee to protect the health,
- 3 safety, and welfare of the property and the public.

Sec. 86-217. Consideration of Application.

The County Administrator or his designee shall approve applications when all conditions have been met and issue a permit unless it reasonably appears that the public health, welfare or safety will be endangered. Should the application be denied, the County Administrator or his designee shall issue a denial in writing and for good cause with the reason(s) for the denial fully stated. Good cause shall include, but is not limited to, failure to comply with the requirements dictated by the agencies listed in Section 86-213, conviction of a felony by the applicant or by a pr incipal of an organization that evinces moral turpitude, or that the Event would cause a nuisance that threatens harm to persons or property in the surrounding community. Denial should be without prejudice for re-application if the basis for the denial is capable of being corrected or changed within a reasonable time prior to the Event. A copy of the denial should be sent to the applicant within three (3) days by the most expedient means available.

Sec. 86-218. Revocation of Permit.

The County Administrator or his designee shall have the authority to revoke a permit when the permittee fails to comply with any conditions required by the permit, any ordinance of Escambia County, Florida, or the laws of the State of Florida or the United States, or the Event otherwise endangers public health, safety or welfare.

Sec. 86-219. Petitions for Review.

The applicant or permittee may petition the Board of County Commissioners to conduct a hearing to review the denial or revocation of a permit. All petitions must be accompanied by an affidavit setting forth the factual basis for the petition.

Sec. 86-220. Review Hearing.

All parties to the review hearing shall be sent written notice of the hearing. After considering the petition for review and hearing from the parties, the Board of County Commissioners shall either uphold the denial or revocation of the permit, approve the issuance of the permit, or approve the issuance of the permit upon the applicant's satisfactory compliance with additional requirements prescribed by the Board.

Sec. 86-221. Violations: Remedies of the County.

Events subject to this ordinance shall be prohibited until a per mit is issued. Should the applicant or permittee violate the terms or conditions of the permit, proceed with the Event without a permit, or violate any ordinance of Escambia County or of any law of the State of Florida or the United States or knowingly allow those laws to be violated, such violation shall constitute a violation of this ordinance. Any such violation shall be prosecuted as provided by law, and Escambia County shall retain the right to assert and pursue any and all remedies, including but not limited to prosecution of a misdemeanor, as provided in Section 1-17 and injunctive relief, as provided in Section 1-19, Escambia County Code of Ordinances.

Section 3. Severability

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

1	Section 4.	Inclusion in the Code.		
2	The p	provisions of this ordinance	e shall be incorporated in the Esc	cambia County
3	Code of O	rdinances; and t he section	ons of this ordinance may be r	enumbered or
4	relettered ar	nd the word "ordinance" ma	y be changed to "section", "article"	, or such other
5	appropriate	word or phrase in order to a	accomplish its intent.	
6	Section 5.	Effective Date.		
7	This (Ordinance shall become ef	ffective upon filing with the Depart	ment of State.
8	DONI	E AND ENACTED THIS	_ DAY OF	_, 2014.
10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	BY:	PAM CHILDERS Clerk of the Circuit Court ty Clerk epartment of State:	_	
3233				

RESUME OF THE REGULAR BCC MEETING – Continued

CLERK OF COURTS & COMPTROLLER'S REPORT - Continued

- I. CONSENT AGENDA Continued
- 4. Continued...
 - D. Report of the September 11, 2014, C/W Workshop Continued

AGENDA NUMBER - Continued

- 3. "Big Read" Program
 - A. Board Discussion The C/W discussed the Big Read Program, and was advised by Nancy Fetterman, Naval Aviation Museum Foundation, that:
 - (1) Seventy-seven communities across America have chosen one book that is historical or culturally significant to that period of time; and
 - (2) The book chosen by this community is entitled *The Things They Carried*, which describes things that soldiers carried into the Vietnam War, both emotionally and physically, and is available in all six branches of the Library, in local bookstores, and at 30 of the free libraries in front of private homes; and
 - B. Board Direction None.
- 4. Large Outdoor Entertainment Events Ordinance
 - A. Board Discussion The C/W discussed the Large Outdoor Entertainment Events Ordinance, and the C/W:
 - (1) Was advised by County Attorney Rogers that she has prepared a draft Ordinance that would allow for a permitting scheme for large outdoor gatherings, events, concerts, or similar events, whereby the County would issue a permit to the company/person hosting the event that would address a number of issues, including safety and coordinating with other permitting agencies;

(Continued on Page 10)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-6997 County Attorney's Report 9. 2.

BCC Regular Meeting Action

Meeting Date: 10/16/2014

Issue: Rezoning the NOLFX Property in Santa Rosa County

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Rezoning the NOLFX Property in Santa Rosa County

That the Board delegate authority to the County Administrator or his designee to sign any documents necessary and to act as an agent for Escambia County concerning any rezoning, land use amendment and any other development related procedures required relative to the NOLFX property in Santa Rosa County.

BACKGROUND:

On December 5, 2013 the Board voted to acquire approx. 601 acres in Santa Rosa County for the NOLFX/NOLF8 economic development project. The County subsequently closed on the property. In order to proceed with development of the NOLFX site certain development approvals, including but not limited to a rezoning, will need to be obtained from Santa Rosa County.

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

December 5, 2013 - Resume

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ATTORNEY'S REPORT - Continued

- I. FOR ACTION Continued
- 1-2. Approval of Two For Action Items Continued
 - Authorizing the Chairman to execute and convey to the City of Pensacola a Quit-Claim Deed releasing any interest of the County in the Visitors Information Center currently occupied by the Pensacola Area Chamber of Commerce.

II. FOR DISCUSSION



Purchase of Property

Motion made by Commissioner Robinson, seconded by Commissioner Robertson, and carried unanimously, taking the following action concerning the purchase of property in Santa Rosa County from RMS Timberlands, LLC (NOLF-X):

- A. Authorizing the purchase of 601.41 (+/-) acres in Santa Rosa County, owned by RMS Timberlands, LLC, pursuant to the Real Estate Sales Contract;
- B. Authorizing the Chairman to execute the Real Estate Sales Contract and all other documents necessary to complete the closing on the transaction; and
- C. Approving to delegate to the (Interim) County Administrator, in his discretion, authority to pay an additional earnest money deposit of \$50,000 to extend the date for closing by an additional 90 days, if the closing cannot be completed by December 31, 2013.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-7007 County Attorney's Report 9. 3.

BCC Regular Meeting Action

Meeting Date: 10/16/2014

Issue: Memorandum of Understanding to Cooperate in Funding the Purchase

of an Emergency Notification System

From: Ryan Ross, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Memorandum of Understanding (MOU) between the Board of County Commissioners, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to Cooperate in Funding the Purchase of an Emergency Notification System.

That the Board approve the Memorandum of Understanding between the Board of County Commissioners of Escambia County, Florida, the Escambia County Health Department, the Emerald Coast Utilities Authority, International Paper, and Ascend Performance Materials Operations L.L.C., to cooperate in funding the purchase of an emergency notification system.

BACKGROUND:

Escambia County, through its Division of Emergency Management, has identified a need to replace its current mass notification system that allows it to communicate effectively with the public and other agencies and entities during emergencies. To service this need, Escambia County has coordinated with other agencies and entities regarding the purchase of a new internet-based mass notification system subscription. As provided in the attached memorandum of understanding, the total annual subscription rate shall be in the amount of \$67,375.00 for an annual subscription term from July 1st through June 30th. Each party shall contribute funding towards the purchase of the annual subscription rate in equal shares of the total cost of the subscription rate as billed on an annual basis. The first subscription year shall be prorated for a term of eight (8) months commencing on November 1, 2014, and ending on June 30, 2015, with each party contributing \$8,983.20. Subsequent annual subscription terms shall be billed on an annual basis with each party contributing \$13,475.00.

BUDGETARY IMPACT:

Escambia County will utilize federal grant funds to pay for its share of the total subscription cost.

LEGAL CONSIDERATIONS/SIGN-OFF:

The MOU was reviewed and approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A	
IMPLEMENTATION/COORDINATION:	
N/A	
Attachments	
Memorandum of Understanding	

DOLLOW/DEGLUDEMENT FOR BOARD ACTION

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, THE ESCAMBIA COUNTY HEALTH DEPARTMENT, THE EMERALD COAST UTILITIES AUTHORITY, INTERNATIONAL PAPER, AND ASCEND PERFORMANCE MATERIALS OPERATIONS L.L.C., TO COOPERATE IN FUNDING THE PURCHASE OF AN EMERGENCY NOTIFICATION SYSTEM.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between Escambia County, a political subdivision of the State of Florida; the Escambia County Health Department, an office of the Florida Department of Health; the Emerald Coast Utilities Authority, a special district of the State of Florida; International Paper, a publicly-held corporation with physical operations in Escambia County; and Ascend Performance Materials Operations L.L.C., a limited liability corporation with physical operations in Escambia County.

WITNESSETH:

WHEREAS, Escambia County, through its Division of Emergency Management, has identified a need to replace its current mass notification system that allows it to communicate effectively with the public and other agencies and entities during emergencies; and

WHEREAS, to service this need, Escambia County has coordinated with other agencies and entities regarding the purchase of a new internet-based mass notification system subscription utilizing necessary procurement procedures; and

WHEREAS, Escambia County and these agencies and entities have agreed to provide funding for the purchase of the subscription in equal shares.

NOW THEREFORE, it is mutually agreed that the parties enter into this Memorandum of Understanding (MOU) subject to the terms and conditions recited below.

1.0 RECITALS.

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

2.0 PARTIES.

The following agencies and entities are deemed "parties" to this MOU: Escambia County, a political subdivision of the State of Florida; the Escambia County Health Department, an office of the Florida Department of Health; the Emerald Coast Utilities Authority, a special district of the State of Florida; International Paper, a publicly-held corporation with physical operations in Escambia County; and Ascend Performance Materials Operations L.L.C., a limited liability corporation with physical operations in Escambia County.

3.0 SUBSCRIPTION.

Under all terms and conditions of this MOU, the word "subscription" shall be defined as annual Everbridge Mass Notification System Subscription.

4.0 PURCHASE OF SUBSCRIPTION.

The parties hereby acknowledge that the total annual subscription rate shall be in the amount of \$67,375.00 for an annual subscription term from July 1st through June 30th. Each party shall contribute funding towards the purchase of the annual subscription rate in equal shares of the total cost of the subscription rate as billed on an annual basis. The first subscription year shall be prorated for a term of eight (8) months commencing on November 1, 2014, and ending on June 30, 2015, with each party contributing Subsequent annual subscription terms shall be billed on an annual basis \$8,983.20. with each party contributing \$13,475.00. For each subscription term, Escambia County shall remit payment to the subscription vendor constituting the full amount of the purchase price. Within thirty (30) days of remitting payment in full to the vendor, Escambia County shall submit an invoice to each party reflecting the amount due and owing. Thereafter, each party shall tender payment to Escambia County within thirty (30) days of receiving the invoice from Escambia County. If the total annual subscription rate of \$67,375.00 should increase during the term of this agreement, any funding obligations under this agreement shall be null and void unless the parties mutually agree to amend this MOU or agree to the terms of a new MOU.

5.0 OWNERSHIP OF SUBSCRIPTION.

Escambia County shall be deemed as the owner of the subscription. No party shall sell, mortgage, assign, transfer, lease, loan, part with possession of, or encumber the subscription, or permit any lien to be filed thereon.

6.0 STORAGE OF SUBSCRIPTION DOCUMENTATION.

Escambia County shall be responsible for storing any documentation relating to the subscription and shall make the subscription documentation available to the parties upon receiving reasonable notice.

7.0 USE AND ACCESS.

The subscription shall only be used in a manner contemplated by the subscription vendor. Operation of, and access to, the subscription shall be limited to those employees of each party trained specifically in the subscription's proper operation. In the event that the subscription is damaged due to any violation of this subsection, the violating party shall be solely responsible for any costs associated with repairing or replacing the subscription.

8.0 INDEMNIFICATION AND SOVEREIGN IMMUNITY.

- **8.1** *Indemnification.* To the extent allowed by Florida law, each party agrees to indemnify and hold all other parties harmless from any claims, costs, or actions for liens, personal injury, damages, or death arising out of the activities contemplated by this MOU occurring after the date hereof.
- **8.2** Sovereign immunity. Notwithstanding any other provision of this MOU, nothing contained in this MOU shall be construed as a waiver of any party's right to sovereign immunity under Section 768.28, Florida Statutes, or any other limitations to liability imposed by federal or state law.

9.0 DEFAULT.

- 9.1 **Default defined.** Any of the following events shall constitute a default by a party under this MOU: (a) failure of a party to pay any sum required by this MOU, which failure continues after the required notice and opportunity to cure; and (b) failure of any party to perform any of its other covenants or obligations hereunder, which failure continues after the required notice and opportunity to cure.
- 9.2 Notice and opportunity to cure. In the event that any party defaults on the payment of any amount due under this MOU, any other party may furnish the defaulting party with written notice of the default and provide a fifteen (15) day opportunity to cure the default. In the event that any party defaults on any other of its obligations under this MOU, any other party may furnish the defaulting party with written notice of the default and provide a thirty (30) day opportunity to cure the default. Any party claiming default against another party shall provide copies of the written notice of default to all other non-defaulting parties.

10.0 MISCELLANEOUS PROVISIONS.

- **10.1** Entire agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either oral or written, and all such matters shall be deemed merged into this MOU.
- **10.2** Further documents and actions. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this MOU.
- 10.3 Parties bound and third party beneficiaries. This MOU shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. However, except as otherwise expressly provided, nothing in this MOU, express or implied, is intended to confer upon any person, other than the parties hereto and their heirs, personal representatives, successors, and assigns, any benefits, rights, or remedies under or by reason of this MOU.

- 10.4 Governing law and venue. This MOU shall be governed by the laws of the State of Florida. The parties agree that for purposes of state court action, venue shall lie within Escambia County, Florida, and for purposes of federal court action, venue shall lie in any federal court located in the City of Pensacola, Florida.
- **10.5** Attorney's fees and costs. In the event any litigation or controversy arises out of or in connection with this MOU or the parties thereto, each party shall bear its own costs and attorney's fees.
- 10.6 Notices. All notices, consents, requests, instructions, approvals, deliveries of invoices, receipts, and all communications provided for herein shall be given by: (a) certified mail, postage prepaid and return receipt requested; (b) facsimile, with confirmed receipt; or (c) hand delivery, with confirmed receipt, to the address of each of the parties shown below:

TO THE COUNTY

Director
Division of Emergency Management
6575 North "W" St.
Pensacola, FL 32505

TO THE HEALTH DEPARTMENT

John J. Lanza, MD Director Fla. Dept. of Health in Escambia County 1295 W. Fairfield Dr. Pensacola, FL 32501

TO INTERNATIONAL PAPER

Bretton DeJong, Mill Manager International Paper Pensacola Mill 375 Muscogee Rd. Cantonment, FL 32533

TO ECUA

Stephen E. Sorrell, P.E., MPA Executive Director Emerald Coast Utilities Authority P.O. Box 15311 Pensacola, FL 32514-0311

TO ASCEND

Thomas Hurst
Intermediates Plant Manager
Ascend Performance Materials
Operations, L.L.C.
3000 Old Chemstrand Rd.
Cantonment, FL 32533

- **10.7** *Modification.* Any modification to this MOU shall be in writing and approved by all parties.
- **10.8** Assignment. A party may not assign or transfer any right or obligation under this MOU to a non-party without the consent of all other parties, which shall not be unreasonably withheld or delayed.
- 10.9 Relationship between the parties. This MOU shall not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between any two or more of the parties.

- **10.10** No waiver. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any party hereunder will be construed as a consent or waiver to or of any other default or the same or any other covenant or provision.
- **10.11** Severability. If any provision of this MOU is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this MOU not be affected thereby, and it is also the intention of the parties that, in lieu of each provision of this MOU that is illegal, invalid, or unenforceable, there be added as a part of this MOU a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and as is legal, valid, and enforceable.
- 10.12 Term of agreement and annual renewal. This MOU shall be effective for one year from the date of due execution by the last party to sign this MOU, and shall be renewed annually thereafter without further action unless otherwise terminated pursuant to this MOU. Notwithstanding the foregoing, any party to this MOU may terminate its obligation to annually fund by providing a written notice one-year in advance of such termination date.
- 10.13 Effective date. This MOU shall be effective upon the date of due execution by the last party to sign this MOU, as indicated below.
- IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

Approved sufficience	d as to form and legal		TY: ibia County, Florida Board of County issioners
Date:	0/10/14	Ву:	Lumon J. May, Chairman
		Date:	
ATTEST:	Pam Childers Clerk of the Circuit Court		
Ву:			
Dep	uty Clerk		
(Seal)			

DIRECTOR: ESCAMBIA COUNTY, FLORIDA DEPARTMENT OF HEALTH
By: John J. Lanza, MD
Date:
INTERMEDIATES PLANT MANAGER: ASCEND PERFORMANCE MATERIALS OPERATIONS LLC
By: Thomas Hurst
Date:
MILL MANAGER, PENSACOLA MILL: INTERNATIONAL PAPER
By:Bretton DeJong
Date:
EXECUTIVE DIRECTOR: EMERALD COAST UTILITIES AUTHORITY
By:Stephen E. Sorrell, P.E. MPA
Date: